



CONTRA COSTA  
MENTAL HEALTH  
COMMISSION

1340 Arnold Drive, Suite 200  
Martinez, CA 94553

Ph (925) 313-9553

Fax (925) 957-5156

cchealth.org/mentalhealth/mhc

**Mental Health Commission  
MHSA-Finance Committee Meeting  
Thursday, May 19, 2022, 1:30-3:00 PM**

**Via: Zoom Teleconference:**

**<https://zoom.us/j/5437776481>**

**Meeting number: 543 777 6481**

**Join by phone:**

**1 669 900 6833 US**

**Access code: 543 777 6481**

*The primary role of the Finance Committee is to provide ongoing fiduciary "advisory oversight" responsibility for all aspects of the county Behavioral Health Services (BHS) budget, and to financially advocate for programs that can equitably serve all persons served by BHS.*

## AGENDA

- I. Call to order/Introductions**
- II. Public comments**
- III. Commissioner comments**
- IV. Chair comments**
- V. APPROVE minutes from the April 21, 2022 Finance Committee meeting**
- VI. REVIEW the following county Behavioral Health education contracts to see how the Round 4 Behavioral Health Continuum Infrastructure Program (BHCIP) competitive grant process could best financially benefit children and youth with behavioral health challenges in Contra Costa County (CCC):**
  - A. Mount Diablo Unified School District #74-371 (Central County)**
  - B. Fred Finch #24-828 (Central County)**
  - C. Lincoln Child Center #24-925 (East County)**
  - D. Bay Area Community Resources #74-321 (West County)**
- VII. DISCUSS possible topics for future Finance Committee Meetings**
- VIII. Adjourn**



The Contra Costa County Mental Health Commission is appointed by the Board of Supervisors to advise them on all matters related to the county's mental health system, in accordance with mandates set forth in the California State Welfare & Institutions Code, Sections 5604 (a)(1)-5605.5. Any comments or recommendations made by the Mental Health Commission or its individual members do not represent the official position of the county or any of its officers. The Commission is pleased to make special accommodations, if needed, please call ahead at (925) 313-9553 to arrange.

Contra Costa County  
Standard Form A-4  
Revised 2014

**INTERAGENCY AGREEMENT**  
**(Agency Provides Services)**  
**NOVATION**

Number 74-371-14  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: School-based Mental Health Services to Seriously Emotionally Disturbed Students

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: **MT. DIABLO UNIFIED SCHOOL DISTRICT** (Hereinafter “Agency”)  
Capacity: Government Agency  
Address: 1936 Carlotta Drive, Concord, California 94519

3. **Term.** The effective date of this Agreement is July 1, 2021, and it terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Agency under this Agreement shall not exceed **\$ 6,204,660.**

5. **County’s Obligations.** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions, which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency’s Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations (“CCR”), Title 9, § 523 et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000; and all legal authorities cited in the attached HIPAA Business Associate Addendum which is incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Suzanne Tanaro</u> FF833B9D4EC34B7...</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u></p> <p>Deputy</p>
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**AGENCY**

<p>DocuSigned by: By <u>Adam Clark, Ed.D.</u> A8943D0457EC4E9...</p> <p>(Signature of authorized Agency Representative)</p> <p>Adam Clark, Ed.D. Superintendent</p> <p>(Print name and title A)</p>	<p>DocuSigned by: By <u>Wendi AGHILY</u> 6A7C517294T94CC...</p> <p>(Signature of authorized Agency Representative)</p> <p>wendi AGHILY Chief, Pupil Services and Spe</p> <p>(Print name and title B)</p>
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**ACKNOWLEDGMENTS/APPROVALS**  
**(Purchase of Services – Long Form)**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date), before me, \_\_\_\_\_ (Name and Title of the Officer),  
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature of Notary Public




ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By: DocuSigned by:  
Suzanne Tarano  
FF833B9D4EC34B7... Designee

By:  Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by:  
Enid Mendez  
463480A309C94E4... Designee



Contra Costa County  
Standard Form P-2  
Revised 2014

**PAYMENT PROVISIONS**  
(Cost Basis Contracts – Long Form)

Number 74-371-14

1. **Payment Basis.** Subject to the **Payment Limit**, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that **are actually incurred** in the performance of Contractor's obligations under this Contract.
2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the **Payment Limit** of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
- a. \$\_\_\_\_\_ monthly,
- b. \$\_\_\_\_\_ per unit, as defined in the Service Plan,
- c. An amount equal to Contractor's allowable costs that are actually incurred each month, but **subject to** the "Budget of Estimated Program Expenditures" referenced in the Service Plan, *or*
- d. Contractor will be paid on a per-unit basis, based on the County Maximum Allowance (CMA) set forth in Exhibit A (Rate Schedule), not to exceed the total contract Payment Limit. If Contractor incurs additional costs beyond those specified in Exhibit A (Rate Schedule), the per-unit costs will be adjusted downward proportionately, such that the total costs do not exceed the payment limit of the Contract, unless the Contract is amended to increase the payment limit.
3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:
- a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
- b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services.
- (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
- (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
- (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
- (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
- (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.
- c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.

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**PAYMENT PROVISIONS**  
(Cost Basis Contracts – Long Form)

Number 74-371-14

4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the Payment Limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit.
9. **Audit Exceptions.** In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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**EXHIBIT A**

**Fee Schedule**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**FY 2021-2022**

NUMBER **74-371-14**

Service Function	Time Base	County Maximum Allowance (CMA)
Case Management, Brokerage	Staff Minute	\$2.45
Mental Health Services	Staff Minute	\$3.18
Crisis Intervention	Staff Minute	\$4.72
Medication Support	Staff Minute	\$5.84

Funding Sources		Sunrise & Alliance	WRAP Clinic	BASES	Pacifica	Olivera	ACSEL	PHMS
MDUSD								
FFP	\$2,967,933	\$879,000	\$747,000	\$298,934	\$223,000	\$346,000	\$175,000	\$299,000
County Realignment	\$2,967,933	\$879,000	\$747,000	\$298,934	\$223,000	\$346,000	\$175,000	\$299,000
MDUSD (Incoming Funds 29-513)	\$268,795	\$38,399	\$38,399	\$38,399	\$38,399	\$38,399	\$38,399	\$38,399
<b>Program Payment Limit (PPL)</b>		<b>\$1,796,399</b>	<b>\$1,532,399</b>	<b>\$636,267</b>	<b>\$484,399</b>	<b>\$730,399</b>	<b>\$388,399</b>	<b>\$636,399</b>
<b>Contract Payment Limit (CPL) *</b>	<b>\$6,204,660</b>							

## Note:

- (1) Contractor will be responsible for generating \$2,880,387 in Medi-Cal billable services who meet medical necessity criteria. Contractor is responsible for notifying the Behavioral Health contract monitor if there are significant variance in the total amount of Medi-Cal billable services.
- (2) For all eligible services, Contractor will bill Medi-Cal, using County's Medi-Cal Billing system under the rehabilitation option. All Federal Medi-Cal payments shall accrue to the County.

**Medicare Certification and Other Health Care Insurance**

If Contractor is providing Medicare services they are required to apply for Medicare certification. If Contractor is denied Medicare certification, Contractor must submit the Medicare denial notice to County before services can qualify for Medi-Cal payment. If Contractor is certified by Medicare and renders services at a place of service eligible for reimbursement under the Medicare program, Contractor must claim Medicare for services prior to claiming Medi-Cal, except as described in California Department of Health Care Services Information Notice 10-23.

If Contractor is certified by Medicare, Contractor is responsible for billing Medicare, and obtaining an Explanation of Benefits (EOB) or Denial of Payment (DOP) prior to submitting a Medi-Cal bill to County for balance due for any non-covered Medicare portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to Medicare, and late or incorrect submissions of the requisite EOBs/DOPs.

If the beneficiary has any Other Health Care (OHC) Insurance, Contractor is responsible for billing OHC Insurance and obtaining an EOB or DOP prior to submitting a Medi-Cal bill to County for balance due for any non-covered OHC portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to OHC Insurance, and late or incorrect submissions of the requisite EOBs/DOPs.

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- 1) **Services to be Performed.** Contractor shall provide the following covered Medi-Cal Specialty Mental Health Services and other mental health services, as specified below and defined in California Code of Regulations (“CCR”), Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and the current up-to-date version of California’s Medicaid State Plan Rehabilitative Mental Health Services, as amended.

Contractor’s services shall be provided in accordance with the Medicaid State Plan, and to beneficiaries who meet the medical necessity criteria based on the beneficiary’s need for services, which will be established by an assessment that is documented in the beneficiary’s plan. Contractor’s services, including wraparound to Seriously Emotionally Disturbed (SED) children shall be performed at County-designated schools within Mt. Diablo Unified School District and provided in an amount, duration, and scope as specified in the individualized client plan for each beneficiary.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Case Management services including:
  - i. Brokerage
- b. Mental Health Services including:
  - i. Individual
  - ii. Collateral
  - iii. Assessment
  - iv. Evaluation
  - v. Plan Development
  - vi. Rehab Support
  - vii. Group
  - viii. Group Rehab
- c. Crisis Intervention
- d. Medication Support Services

- 2) **Work Plan.** Contractor’s services shall be carried out as set forth in the Work Plan (“Work Plan”) for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County’s Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County’s Director of Behavioral Health Services.

3) **Compliance.**

- a. **General Requirements.** Contractor will comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and California’s Medicaid State Plan, Rehabilitative Mental Health Services State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3).

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b. **Reports and Documentation.**

- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
- ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County's Health Services Director or the Director's designee.
- iii. Contractor shall ensure that written log(s) are maintained documenting all initial requests for Specialty Mental Health Services, including requests made by phone, in person, or in writing.
- iv. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the "Final Activity Report").

c. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations ("C.F.R") § 438.100.

d. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.

5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.

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- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).
- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- e. Contractor shall make its admission and service delivery policy available to the public for inspection.

**6) Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

- a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.
- b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.
- c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.
- d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.

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- e. Contractor shall provide all required information to the County, including:
  - i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and
  - ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).

- a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and
- b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

8) **General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

9) **Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

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- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

**10) Medi-Cal Beneficiary Liability for Payment.** Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

**11) Third-Party Payment Liability.** Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

**12) Cost Report and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than ~~sixty (60) days~~ following

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the later of the expiration or termination of this Contract (such expiration or termination, the "Termination Date") or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.

- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.

**13) Audit Requirements.** The records of Contractor may be audited by the County, State, or United States government. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within 180 days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.

**14) HIPAA Requirements.** Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

**15) Maintenance of Effort.** Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.

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SERVICE PLAN

Number 74-371-14

**16) Novation.** The parties entered into prior Contract #74-371-13 for the period from July 1, 2020 through June 30, 2021, which included a six-month automatic extension through December 31, 2021. County and Contractor hereby agree to substitute this Contract #74-371-14 for the aforesaid six-month automatic Contract extension. Effective July 1, 2021, all Contract rights and obligations of the parties will be governed by this Contract #74-371-14.

**17) Automatic Extension.** Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2022, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2022 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$3,102,330 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;
- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the Cost Report specified in Paragraph 12., above, Contractor will also submit to County, no later than 60 days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six-month extension. County and Contractor will follow the cost report procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

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SPECIAL CONDITIONS

Number 74-371-14

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of new subparagraphs e. and f. to read as follows:

“e. **Professional Liability Insurance.** Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of **\$ 1,000,000** per occurrence/**\$ 3,000,000** annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage.

f. **Cyber Liability Insurance** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein.”

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**(Purchase of Services - Long Form)**


1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

  
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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.


7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

  
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**10. Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.



**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

**13. Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**14. Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

**15. Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

  
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
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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

  
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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
  - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
  - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

  
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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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**HIPAA BUSINESS ASSOCIATE ADDENDUM**

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-371-14 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
  - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
  - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
  - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
  - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

Initials:    
Contractor County Dept.

- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
  - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
  - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

Initials:    
 Contractor County Dept.

- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

Initials:    
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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer  
 50 Douglas Drive, Suite 310-E  
 Martinez, CA 94553  
 Or Privacy.Officer@cchealth.org

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer  
 (925) 957-5430

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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ACE DS  
LMA  
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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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Contractor

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County Dept.

- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

### 3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

document1

Initials:    
Contractor County Dept.

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**  
**NOVATION**

Number 24-928-34  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: School and Community-based Mental Health Services for adolescents

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **FRED FINCH YOUTH CENTER**  
Capacity: Non-Profit Corporation  
Legal Address: 3800 Coolidge Avenue, Oakland, California 94602

3. **Term.** The effective date of this Contract is July 1, 2021. It terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$ 1,439,194.

5. **County’s Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

\_\_\_\_\_  
\_\_\_\_\_



Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**

Number 24-928-34

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:  
Welfare and Institutions Code §§ 5600, et seq. (The Bronzan McCorquodale Act); California Code of Regulations (“CCR”), Title 9, §§ 523, et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000; and all legal authorities cited in the HIPAA Business Associate Addendum which is attached hereto and incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: <i>Suzanne Tamano</i> FF833B9D4EC34B7...</p> <p>By _____ Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
--	---

CONTRACTOR

<p>Signature A</p> <p>Name of business entity</p> <p><u>Fred Finch Youth Center</u></p> <p>DocuSigned by: <i>Thomas N Alexander</i> 17934607762E41C...</p> <p>By _____ (Signature of individual or officer)</p> <p><u>Thomas N Alexander</u>      <u>President &amp; CEO</u> (Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p><u>Fred Finch Youth Center</u></p> <p>DocuSigned by: <i>Ta Chiang Hsu</i> 5F9032581D114E7...</p> <p>By _____ (Signature of individual or officer)</p> <p><u>Ta Chiang Hsu</u>      <u>Chief financial officer</u> (Print name and title B, if applicable)</p>
--	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

**ACKNOWLEDGMENTS/APPROVALS**  
**(Purchase of Services – Long Form)**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA      )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date), before me, \_\_\_\_\_ (Name and Title of the Officer),  
personally  
appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature of Notary Public



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

**RECOMMENDED BY DEPARTMENT**

**FORM APPROVED COUNTY COUNSEL**

DocuSigned by:  
*Suzanne Tavano*  
FF833B9D4EC34B7...  
By: \_\_\_\_\_  
  Designee

By:  \_\_\_\_\_  
  Deputy County Counsel

**APPROVED COUNTY ADMINISTRATOR**

DocuSigned by:  
*Enid Mendoza*  
463480A309C94E4...  
By: \_\_\_\_\_  
  Designee

Contra Costa County  
Standard Form P-1  
Revised 2014

**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long Form)

Number 24-928-34

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

- a. \$ \_\_\_\_\_ monthly,
- b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan,
- c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein, or
- d. (1) Contractor shall receive an **interim** payment for Medi-Cal and Non-Medi-Cal units of service rendered as set forth in Paragraph 1 (Rate table) of Exhibit A (Fee-For-Service Rate Schedule). The interim payment shall be subject to the **Final Units of Service Reconciliation Report**, as set forth in Paragraph 8 of Exhibit A, and shall not exceed each program's Payment Limit, as set forth below;

(A) School-Based Program shall provide services in an amount not to exceed \$1,338,574. Of this amount, Contractor will generate up to \$1,318,574 in billable Medi-Cal services. Up to \$659, 287 will be reimbursed by Federal Medi-Cal services and up to \$659,287 will be matched by Mental Health Realignment. Up to \$20,000 of non-Medi-Cal services will be funded by the Mount Diablo Unified School District (MDUSD).

(B) Avalon Dual Diagnosis Short-Term Residential Therapeutic (STRTP) Program shall provide billable Medi-Cal services in an amount not to exceed \$55,620. Of this amount, up to \$27,810 will be reimbursed by Federal Medi-Cal services and up to \$27,810 will be matched by Mental Health Realignment.

(C) Therapeutic Behavioral Services (TBS) Program shall provide billable Medi-Cal services in an amount not to exceed \$45,000. Of this amount, up to \$22,500 will be reimbursed by Federal Medi-Cal and up to \$22.500 will be matched by Mental Health Realignment.

(2) Contractor will notify the Behavioral Health Program Director, or designee, if there is any significant variance between the total amount of Contractor's billable Medi-Cal units of services and the applicable payment limit as specified above.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in

Initials: DS  
TMR DS  
UMH  
Contractor County Dept.

Contra Costa County  
Standard Form P-1  
Revised 2014

**PAYMENT PROVISIONS**  
(Fee Basis Contracts – Long Form)

Number 24-928-34

Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

- 4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
  
- 5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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 Contractor      County Dept.

SERVICE PLAN

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- 1) **Services to be Performed.** Contractor shall provide the following covered Medi-Cal Specialty Mental Health Services and other mental health services, as specified below and defined in California Code of Regulations (“CCR”), Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and the current up-to-date version of California’s Medicaid State Plan Rehabilitative Mental Health Services, as amended.

Contractor’s services shall be provided in accordance with the Medicaid State Plan, and to beneficiaries who meet the medical necessity criteria based on the beneficiary’s need for services, which will be established by an assessment that is documented in the beneficiary’s plan. Contractor’s services shall be performed at its facility located at 3800 Coolidge Avenue, Oakland, California 94602 and 3740 Coolidge Avenue, Oakland, California 94602 and provided in an amount, duration, and scope as specified in the individualized client plan for each beneficiary.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Contractor shall provide the following:
- i. School-based services to SED children in the Mt. Diablo Unified School District; *and*
  - ii. Facility-based treatment, including therapeutic behavioral services, to County-referred Clients at its facility in Oakland, California.
- b. Contractor’s services shall include, but are not limited to:
- i. Case Management
    - 1) Brokerage
    - 2) Linkage
  - ii. Mental Health Services
    - 1) Individual
    - 2) Collateral
    - 3) Assessment
    - 4) Evaluation
    - 5) Plan development
    - 6) Rehab support
    - 7) Group
    - 8) Group Rehab
  - iii. Crisis intervention
  - iv. Medication support
  - v. Therapeutic Behavioral Services
  - vi. In-Home Behavioral Health Services
  - vii. Intensive Care Coordination

- 2) **Work Plan.** Contractor’s services shall be carried out as set forth in the Work Plan (“Work Plan”) for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County’s Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County’s Director of Behavioral Health Services.

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SERVICE PLAN

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**3) Compliance.**

- a. **General Requirements.** Contractor will comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and California's Medicaid State Plan, Rehabilitative Mental Health Services State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3).
- b. **Reports and Documentation.**
- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
  - ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County's Health Services Director or the Director's designee.
  - iii. Contractor shall ensure that written log(s) are maintained documenting all initial requests for Specialty Mental Health Services, including requests made by phone, in person, or in writing.
  - iv. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the "Final Activity Report").
- c. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations ("C.F.R") § 438.100.
- d. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

- 4) Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may

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be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.

- 5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.
- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
  - b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).)
  - c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
  - d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
  - e. Contractor shall make its admission and service delivery policy available to the public for inspection.
- 6) **Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County's Cultural Compliance Plan. Specifically:
- a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.
  - b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County's Cultural Competence Plan.
  - c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English

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Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.

- d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.
- e. Contractor shall provide all required information to the County, including:
  - i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and
  - ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

**7) Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d))

- a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and
- b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

**8) General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

**9) Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

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- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

**10) Medi-Cal Beneficiary Liability for Payment.** Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the "Uniform Method for Determining Ability to Pay" (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

**11) Third-Party Payment Liability.** Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and facilities established under this Contract. In no event shall County be responsible for any payments

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due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract.

**12) Cost and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the "Termination Date") or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant.
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.

**13) Audit Requirements.** The records of Contractor may be audited by the County, State, or United States government. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within 180 days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.



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Contractor	County Dept.

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- 14) HIPAA Requirements.** Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.
- 15) Maintenance of Effort.** Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.
- 16) Novation.** The parties entered into prior Contract #24-928-32 (as amended by Contract Amendment Agreement #24-928-33) for the period from January 1, 2021 through June 30, 2021, which included a six-month automatic extension through December 31, 2021. County and Contractor hereby agree to substitute this Contract #24-928-34 for the aforesaid six-month automatic Contract extension. Effective July 1, 2021, all Contract rights and obligations of the parties will be governed by this Contract #24-928-34.
- 17) Automatic Extension.** Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2022, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2022 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:
- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$709,597 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
  - b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;
  - c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
  - d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and



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 Contractor County Dept.

Contra Costa County  
Standard Form L-3  
Revised 2021

SERVICE PLAN

Number 24-928-34

- e. In addition to the Cost Report specified in Paragraph 12., above, Contractor will also submit to County, no later than 60 days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six-month extension. County and Contractor will follow the cost report procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

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Contra Costa County  
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Revised 2014

SPECIAL CONDITIONS

Number 24-928-34

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of a new subparagraphs e. and f. to read as follows:

“e. **Professional Liability Insurance.** Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of **\$ 1,000,000** per occurrence/**\$ 3,000,000** annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage.

f. **Cyber Liability Insurance.** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

Initials:    
Contractor County Dept.

## RATE SCHEDULE

1. **Rate Table:**

Service Function	Time Base	County Maximum Allowance (CMA) for the period of 7/1/21 to 12/31/21	CMA from 1/1/22 to 6/30/22
Case Management, Brokerage	Staff Minute	\$3.06	\$2.45
Mental Health Services	Staff Minute	\$3.98	\$3.18
Crisis Intervention	Staff Minute	\$5.90	\$4.72
Medication Support	Staff Minute	\$7.30	\$5.84
Therapeutic Behavioral Services (TBS)	Staff Minute	\$2.93	\$2.34
In-Home Behavioral Health Services (IHBS)	Staff Minute	\$3.97	\$3.18
Intensive Care Coordination/ICC-CFT	Staff Minute	\$3.06	\$2.45

2. **Federal Financial Participation:** For all eligible services, Contractor will bill Medi-Cal, using County's Medi-Cal Billing system under the rehabilitation option. All Federal Financial Participation (FFP) payments shall accrue to the County.
3. **Medicare Certification and Other Health Care Insurance:** Contractor's facility and provider types must be Medicare certified. Contractors who are not Medicare certified will not be reimbursed by Medi-Cal for Medi-Cal/Medicare patient. If Contractor is Medicare Certified and renders services at a place of service eligible for reimbursement under the Medicare program, Contractor must claim Medicare for services prior to claiming Medi-Cal, except as described in California Department of Mental Health Information Notice 10-23.
4. **Contractor with Medicare Certification:** Contractor with Medicare certification is responsible for billing Medicare, and obtaining an Explanation of Benefits (EOB) or Denial of Payment (DOP). Contractor must submit an EOB and/or DOP prior to submitting a Medi-Cal bill to County for any non-covered Medicare portion. Contractor shall be responsible for any Medi-Cal losses resulting from late or incorrect billings to Medicare and submission of the required EOBs/DOPs.
5. **Other Health Care (OHC) Insurance:** If the beneficiary has any OHC Insurance, Contractor is responsible for billing OHC Insurance and obtaining an EOB or DOP prior to submitting a Medi-Cal bill to County for balance due for any non-covered OHC portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to OHC Insurance, and late or incorrect submissions of the requisite EOBs/DOPs.

**RATE SCHEDULE**

- 6. **Overpayments.** If Contractor becomes aware of a duplicate contract invoice payment or that County has otherwise overpaid on a contract invoice payment, Contractor shall immediately notify the County Contract Monitor (or County representative) and request instructions for disposition of the overpayment. The overpayment should be returned immediately.
  
- 7. **Disallowance.** In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement.
  
- 8. **Final Units of Service Reconciliation Report.** No later than one hundred eighty days (180) days following the end of each fiscal year or termination of this Contract, County shall send Contractor a Final Units of Service Reconciliation Report comparing total interim Medi-Cal units of service paid to Contractor and total State approved Medi-Cal units of service generated. County shall provide Contractor with an Insyst/PSP Report #356 or equivalent ShareCare Report listing approved Medi-Cal units generated by Contractor.
  - a. If the interim amount paid to Contractor is **greater** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an overpayment by the County. Contractor will reimburse the County for the overpayment within thirty calendar days.
  
  - b. If the interim amount paid to Contractor is **less** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an underpayment by the County. County will reimburse the contractor for the underpayment, subject to the contract payment limit, within thirty calendar days.

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Contra Costa County  
Standard Form L-5  
Revised 2016

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

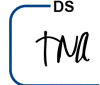
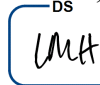
  
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County Dept.

Contra Costa County  
Standard Form L-5  
Revised 2016

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

  
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16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.


  
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
  
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- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format,

  
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assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

  
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28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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County Dept.

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 24-928-34 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
  - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
  - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
  - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
  - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
  - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
  - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
  - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer  
 50 Douglas Drive, Suite 310-E  
 Martinez, CA 94553  
 Or Privacy.Officer@cchealth.org

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer  
 (925) 957-5430

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

Initials:    
 Contractor County Dept.

- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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County Dept.

- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

### 3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

Initials:    
 Contractor County Dept.



- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

document1

Initials:    
Contractor County Dept.

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**  
**NOVATION**

Number 24-925-38  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: Mental Health Services for Severely Emotionally Disturbed students and their families

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: LINCOLN  
Capacity: Non-Profit Corporation  
Address: 1266 14<sup>th</sup> Street, Oakland, California 94607

3. **Term.** The effective date of this Contract is July 1, 2021. It terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$ 5,554,556.

5. **County’s Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

\_\_\_\_\_  
\_\_\_\_\_

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**

Number 24-925-38

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:  
Welfare and Institutions Code §§ 5600, et seq. (The Bronzan McCorquodale Act); California Code of Regulations (“CCR”), Title 9, §§ 523, et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000; and all legal authorities cited in the HIPAA Business Associate Addendum which is attached hereto and incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: <i>Suzanne Tavano</i> FF833B9D4EC34B7...</p> <p>By _____ Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ Deputy</p>
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**CONTRACTOR**

<p>Signature A</p> <p>Name of business entity</p> <p>_____ Lincoln _____</p> <p>DocuSigned by: <i>Allison Staulcup Becwar</i> 2A44F69C930845C...</p> <p>By _____ (Signature of individual or officer)</p> <p>_____ Allison Staulcup Becwar President &amp; CEO _____ (Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p>_____ Lincoln _____</p> <p>DocuSigned by: <i>Epifania Estrada</i> 6A269E636C194FE...</p> <p>By _____ (Signature of individual or officer)</p> <p>_____ Epifania Estrada CFO _____ (Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.



Contra Costa County  
Standard Form P-1  
Revised 2014

**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long Form)

Number 24-925-38

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

- a. \$ \_\_\_\_\_ monthly,
- b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan,
- c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein, or
- d. (1) Contractor shall receive an **interim** payment for Medi-Cal and Non-Medi-cal units of service rendered as set forth in Paragraph 1 (Rate table) of Exhibit A (Fee-For-Service Rate Schedule). The interim payment shall be subject to the **Final Units of Service Reconciliation Report**, as set forth in Paragraph 8 of Exhibit A, and shall not exceed each program's Payment Limit, as set forth below;

(A) The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program shall provide billable Medi-Cal services in an amount not to exceed **\$4,563,736**. Of this amount, up to \$2,281,868 will be reimbursed by Federal Medi-Cal and up to \$2,007,368 will be matched by Mental Health Realignment Funds, up to \$120,000 will be matched by Antioch Unified School District (AUSD), and up to \$154,500 will be matched by Pittsburg Unified School District (PUSD).

(B) Intensive Home-Based Services (IHBS) shall provide billable Medi-Cal services in an amount not to exceed **\$570,820**. Of this amount, up to \$285,410 will be reimbursed by Federal Medi-Cal and up to \$285,410 will be matched by Mental Health Realignment Funds.

(C) School Engagement Program (SEP) shall provide billable Medi-Cal services in an amount not to exceed **\$420,000**. Up to \$210,000 will be reimbursed by Federal Medi-Cal and up to \$210,000 will be matched by Antioch Unified School District (AUSD).

(2) Contractor will notify the Behavioral Health Program Director, or designee, if there is any significant variance between the total amount of Contractor's billable Medi-Cal units of services and the applicable payment limit as specified above.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in

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Contractor	County Dept.



Contra Costa County  
Standard Form P-1  
Revised 2014

**PAYMENT PROVISIONS**  
(Fee Basis Contracts – Long Form)

Number 24-925-38

Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

- 4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
  
- 5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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 Contractor County Dept.

## RATE SCHEDULE

1. **Rate Table:**

Service Function	Time Base/ Units of Services	County Maximum Allowance (CMA) for the period of 7/1/21 to 12/31/21	CMA from 1/1/22 to 6/30/22
Case Management, Brokerage	Staff Minute	\$3.06	\$2.45
Mental Health Services	Staff Minute	\$3.98	\$3.18
Crisis Intervention	Staff Minute	\$5.90	\$4.72

2. **Federal Financial Participation:** For all eligible services, Contractor will bill Medi-Cal, using County's Medi-Cal Billing system under the rehabilitation option. All Federal Financial Participation (FFP) payments shall accrue to the County.
3. **Medicare Certification and Other Health Care Insurance:** Contractor's facility and provider types must be Medicare certified. Contractors who are not Medicare certified will not be reimbursed by Medi-Cal for Medi-Cal/Medicare patient. If Contractor is Medicare Certified and renders services at a place of service eligible for reimbursement under the Medicare program, Contractor must claim Medicare for services prior to claiming Medi-Cal, except as describe in California Department of Mental Health Information Notice 10-23.
4. **Contractor with Medicare Certification:** Contractor with Medicare certification is responsible for billing Medicare, and obtaining an Explanation of Benefits (EOB) or Denial of Payment (DOP). Contractor must submit an EOB and/or DOP prior to submitting a Medi-Cal bill to County for any non-covered Medicare portion. Contractor shall be responsible for any Medi-Cal losses resulting from late or incorrect billings to Medicare and submission of the required EOBs/DOPs.
5. **Other Health Care (OHC) Insurance:** If the beneficiary has any OHC Insurance, Contractor is responsible for billing OHC Insurance and obtaining an EOB or DOP prior to submitting a Medi-Cal bill to County for balance due for any non-covered OHC portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to OHC Insurance, and late or incorrect submissions of the requisite EOBs/DOPs.
6. **Overpayments.** If Contractor becomes aware of a duplicate contract invoice payment or that County has otherwise overpaid on a contract invoice payment, Contractor shall immediately notify the County Contract Monitor (or County representative) and request instructions for disposition of the overpayment. The overpayment should be returned immediately.

## RATE SCHEDULE

7. **Disallowance.** In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement.
8. **Final Units of Service Reconciliation Report.** No later than one hundred eighty days (180) days following the end of each fiscal year or termination of this Contract, County shall send Contractor a Final Units of Service Reconciliation Report comparing total interim Medi-Cal units of service paid to Contractor and total State approved Medi-Cal units of service generated. County shall provide Contractor with an Insyst/PSP Report #356 or equivalent ShareCare Report listing approved Medi-Cal units generated by Contractor.
- If the interim amount paid to Contractor is **greater** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an overpayment by the County. Contractor will reimburse the County for the overpayment within thirty calendar days.
  - If the interim amount paid to Contractor is **less** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an underpayment by the County. County will reimburse the contractor for the underpayment, subject to the contract payment limit, within thirty calendar days.

SERVICE PLAN

Number 24-925-38

- 1) **Services to be Performed.** Contractor shall provide the following covered Medi-Cal Specialty Mental Health Services and other mental health services, as specified below and defined in California Code of Regulations (“CCR”), Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and the current up-to-date version of California’s Medicaid State Plan Rehabilitative Mental Health Services, as amended.

Contractor’s services shall be provided in accordance with the Medicaid State Plan, and to beneficiaries who meet the medical necessity criteria based on the beneficiary’s need for services, which will be established by an assessment that is documented in the beneficiary’s plan. Contractor’s services shall be performed at its facility located at 515 Marina Boulevard, 2<sup>nd</sup> Floor, Pittsburg, California and in locations such as the participant’s home, school and in the community, and provided in an amount, duration, and scope as specified in the individualized client plan for each beneficiary.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Case Management services including:
  - i. Brokerage
- b. Mental Health Services including:
  - i. Individual
  - ii. Collateral
  - iii. Assessment
  - iv. Evaluation
  - v. Plan Development
  - vi. Rehab Support
  - vii. Group
  - viii. Group Rehab
- c. Crisis Intervention

- 2) **Work Plan.** Contractor’s services shall be carried out as set forth in the Work Plan (“Work Plan”) for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County’s Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County’s Director of Behavioral Health Services.

3) **Compliance.**

- a. **General Requirements.** Contractor will comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and California’s Medicaid State Plan, Rehabilitative Mental Health Services State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3).
- b. **Reports and Documentation.**

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 Contractor County Dept.

SERVICE PLAN

Number 24-925-38

- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
- ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County’s Health Services Director or the Director’s designee.
- iii. Contractor shall ensure that written log(s) are maintained documenting all initial requests for Specialty Mental Health Services, including requests made by phone, in person, or in writing.
- iv. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the “Final Activity Report”).

c. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients’ rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations (“C.F.R”) § 438.100.

d. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.

5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.

a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.

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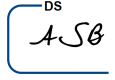

SERVICE PLAN

- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).
- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- e. Contractor shall make its admission and service delivery policy available to the public for inspection.

**6) Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

- a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.
- b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.
- c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.
- d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.
- e. Contractor shall provide all required information to the County, including:

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- i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and
- ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).

- a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and
- b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

8) **General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

9) **Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

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- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

**10) Medi-Cal Beneficiary Liability for Payment.** Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

**11) Third-Party Payment Liability.** Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

**12) Cost and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the “Termination Date”) or, if applicable, receipt of the final InSyst/PSP Report #864 from County.

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If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.

- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant.
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.

**13) Audit Requirements.** The records of Contractor may be audited by the County, State, or United States government. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within 180 days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.

**14) HIPAA Requirements.** Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

**15) Maintenance of Effort.** Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.

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Number 24-925-38

**16) Novation.** The parties entered into prior Contract #24-925-36, (as amended by Amendment Agreement #26-925-37) for the period from July 1, 2020 through June 30, 2021, which included a six-month automatic extension through December 31, 2021. County and Contractor hereby agree to substitute this Contract #24-925-38 for the aforesaid six-month automatic Contract extension. Effective July 1, 2021, all Contract rights and obligations of the parties will be governed by this Contract #24-925-38.

**17) Automatic Extension.** Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2022, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2022 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$2,777,278 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;
- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the Cost Report specified in Paragraph 12., above, Contractor will also submit to County, no later than 60 days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six-month extension. County and Contractor will follow the cost report procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

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Contractor	County Dept.

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SPECIAL CONDITIONS

Number 24-925-38

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of new subparagraphs e. and f. to read as follows:

“e. **Professional Liability Insurance.** Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of **\$ 1,000,000** per occurrence/**\$ 3,000,000** annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage.

f. **Cyber Liability Insurance.** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

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**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

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_____ Contractor	_____ County Dept.

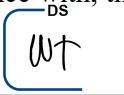


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Revised 2016

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
- 6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
- 7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
- 8. **Modifications and Amendments.**
  - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
- 9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
- 10. **Choice of Law and Personal Jurisdiction.**
  - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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**GENERAL CONDITIONS**  
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b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

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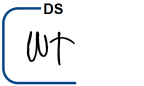
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**GENERAL CONDITIONS**  
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16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

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- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format,

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**GENERAL CONDITIONS**  
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assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

  
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Revised 2016

**GENERAL CONDITIONS**  
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28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

  
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**HIPAA BUSINESS ASSOCIATE ADDENDUM**

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 24-925-38 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

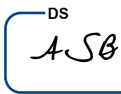

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
  - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
  - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
  - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
  - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
  - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
  - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer  
 50 Douglas Drive, Suite 310-E  
 Martinez, CA 94553  
 Or Privacy.Officer@cchealth.org

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer  
 (925) 957-5430

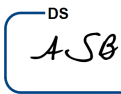

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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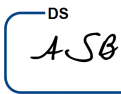
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- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

### 3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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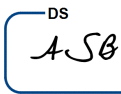

- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

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Contractor County Dept.

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**  
**NOVATION**

Number 74-321-20  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: School and community based mental health services for Seriously Emotionally Disturbed (SED) children and youth, and their Families in West Contra Costa County.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **BAY AREA COMMUNITY RESOURCES, INC.**  
Capacity: Non-Profit Corporation  
Address: 171 Carlos Drive, San Rafael, California 94903

3. **Term.** The effective date of this Contract is July 1, 2021. It terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$2,540,378.

5. **County’s Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

\_\_\_\_\_  
\_\_\_\_\_

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services - Long Form)**

Number 74-321-20

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:  
Welfare and Institutions Code §§ 5600, et seq. (The Bronzan McCorquodale Act); California Code of Regulations (“CCR”), Title 9, §§ 523, et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000; and all legal authorities cited in the HIPAA Business Associate Addendum which is attached hereto and incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Suzanne Tarano</u> FF833B9D4EC34B7...</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u></p> <p>Deputy</p>
--	--

CONTRACTOR

<p>Name of business entity</p> <p><u>Bay Area Community Resources, Inc.</u></p> <p>DocuSigned by: By <u>Lissa Franklin</u> 9851387DG7G14EF...</p> <p>(Signature of individual or officer)</p> <p><u>Lissa Franklin</u> President, Board of Directors (Print name and title A, if applicable)</p>	<p>Name of business entity</p> <p><u>Bay Area Community Resources, Inc.</u></p> <p>DocuSigned by: By <u>Donald Blasky</u> F8EAF6706FAF483...</p> <p>(Signature of individual or officer)</p> <p><u>Donald Blasky</u> Chief Program Officer-BACR (Print name and title B, if applicable)</p>
--	---

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.



Contra Costa County  
Standard Form L-2  
Revised 2014.2

**ACKNOWLEDGMENTS/APPROVALS**  
**(Purchase of Services – Long Form)**

Number 74-321-20

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date), before me, \_\_\_\_\_ (Name and Title of the Officer),  
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature of Notary Public



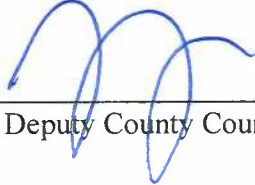
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By:  \_\_\_\_\_  
FF833B9D4EC34B7... Designee

By:  \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By:  \_\_\_\_\_  
463480A309C94E4... Designee



Contra Costa County  
Standard Form P-1  
Revised 2014

**PAYMENT PROVISIONS**  
(Fee Basis Contracts – Long Form)

Number 74-321-20

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
  - a. \$ \_\_\_\_\_ monthly,
  - b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan,
  - c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein, or
  - d. Contractor shall receive an **interim** payment for all Medi-Cal units of services rendered as set forth in Paragraph 1 (Rate table) of Exhibit A (Fee-For-Service Rate Schedule). The interim payment shall be subject to the **Final Units of Service Reconciliation Report**, as set forth in Paragraph 8 of Exhibit A, and shall not exceed the total contract Payment Limit.
  
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
  
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor’s failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County’s recovery of funding is prejudiced by the delay even though such services were fully provided.
  
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor’s performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
  
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County’s obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor’s failure to perform properly any of its obligations under this Contract.

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UMH  
 Contractor County Dept.

Exhibit A

FEE-FOR-SERVICE

Number 74-321-20

## RATE SCHEDULE

1. **Rate Table:**

Service Function	Time Base/ Units of Services	County Maximum Allowance (CMA) for the period of 7/1/21 to 12/31/21	CMA from 1/1/22 to 6/30/22
Mental Health Services	Staff Minute	\$3.98	\$3.18
Crisis Intervention	Staff Minute	\$5.90	\$4.72
Case Management, Brokerage	Staff Minute	\$3.06	\$2.45

2. **Federal Financial Participation:** For all eligible services, Contractor will bill Medi-Cal, using County's Medi-Cal Billing system under the rehabilitation option. All Federal Financial Participation (FFP) payments shall accrue to the County.
3. **Medicare Certification and Other Health Care Insurance:** Contractor's facility and provider types must be Medicare certified. Contractors who are not Medicare certified will not be reimbursed by Medi-Cal for Medi-Cal/Medicare patient. If Contractor is Medicare Certified and renders services at a place of service eligible for reimbursement under the Medicare program, Contractor must claim Medicare for services prior to claiming Medi-Cal, except as describe in California Department of Mental Health Information Notice 10-23.
4. **Contractor with Medicare Certification:** Contractor with Medicare certification is responsible for billing Medicare, and obtaining an Explanation of Benefits (EOB) or Denial of Payment (DOP). Contractor must submit an EOB and/or DOP prior to submitting a Medi-Cal bill to County for any non-covered Medicare portion. Contractor shall be responsible for any Medi-Cal losses resulting from late or incorrect billings to Medicare and submission of the required EOBs/DOPs.
5. **Other Health Care (OHC) Insurance:** If the beneficiary has any OHC Insurance, Contractor is responsible for billing OHC Insurance and obtaining an EOB or DOP prior to submitting a Medi-Cal bill to County for balance due for any non-covered OHC portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to OHC Insurance, and late or incorrect submissions of the requisite EOBs/DOPs.
6. **Overpayments.** If Contractor becomes aware of a duplicate contract invoice payment or that County has otherwise overpaid on a contract invoice payment, Contractor shall immediately notify the County Contract Monitor (or County representative) and request instructions for disposition of the overpayment. The overpayment should be returned immediately.
7. **Disallowance.** In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may

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 Contractor County Dept.

Exhibit A

FEE-FOR-SERVICE

Number 74-321-20

**RATE SCHEDULE**

offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement.

8. **Final Units of Service Reconciliation Report.** No later than one hundred eighty days (180) days following the end of each fiscal year or termination of this Contract, County shall send Contractor a Final Units of Service Reconciliation Report comparing total interim Medi-Cal units of service paid to Contractor and total State approved Medi-Cal units of service generated. County shall provide Contractor with an Insyst/PSP Report #356 or equivalent ShareCare Report listing approved Medi-Cal units generated by Contractor.
- a. If the interim amount paid to Contractor is **greater** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an overpayment by the County. Contractor will reimburse the County for the overpayment within thirty calendar days.
  - b. If the interim amount paid to Contractor is **less** than the State Approved Medi-Cal Units of Service multiplied by the applicable rate, as set forth in Paragraph 1, Rate Table, above, this is an underpayment by the County. County will reimburse the contractor for the underpayment, subject to the contract payment limit, within thirty calendar days.

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<div style="border: 1px solid black; padding: 2px; display: inline-block;">DS LF</div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">DS LMA</div>
Contractor	County Dept.

SERVICE PLAN

Number 74-321-20

- 1) **Services to be Performed.** Contractor shall provide the following covered Medi-Cal Specialty Mental Health Services and other mental health services, as specified below and defined in California Code of Regulations (“CCR”), Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and the current up-to-date version of California’s Medicaid State Plan Rehabilitative Mental Health Services, as amended.

Contractor’s services shall be provided in accordance with the Medicaid State Plan, and to beneficiaries who meet the medical necessity criteria based on the beneficiary’s need for services, which will be established by an assessment that is documented in the beneficiary’s plan. Contractor’s services shall be performed at County-designated schools in West Contra Costa County and provided in an amount, duration, and scope as specified in the individualized client plan for each beneficiary.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Mental Health Services including:
- i. Individual
  - ii. Collateral
  - iii. Assessment
  - iv. Evaluation
  - v. Plan Development
  - vi. Rehab Support
  - vii. Group
  - viii. Group Rehab
- b. Crisis Intervention
- c. Case Management services including:
- i. Brokerage

- 2) **Work Plan.** Contractor’s services shall be carried out as set forth in the Work Plan (“Work Plan”) for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County’s Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County’s Director of Behavioral Health Services.

3) **Compliance.**

- a. **General Requirements.** Contractor will comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and California’s Medicaid State Plan, Rehabilitative Mental Health Services State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3).

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SERVICE PLAN

b. **Reports and Documentation.**

- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
- ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County’s Health Services Director or the Director’s designee.
- iii. Contractor shall ensure that written log(s) are maintained documenting all initial requests for Specialty Mental Health Services, including requests made by phone, in person, or in writing.
- iv. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the “Final Activity Report”).

c. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients’ rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations (“C.F.R”) § 438.100.

d. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.

5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.

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SERVICE PLAN

- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).
- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- e. Contractor shall make its admission and service delivery policy available to the public for inspection.

**6) Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

- a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.
- b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.
- c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.
- d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.

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SERVICE PLAN

- e. Contractor shall provide all required information to the County, including:
  - i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and
  - ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).

- a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and
- b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

8) **General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

9) **Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

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- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

**10) Medi-Cal Beneficiary Liability for Payment.** Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

**11) Third-Party Payment Liability.** Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

**12) Cost and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than ~~sixty (60)~~ sixty (60) days following

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SERVICE PLAN

Number 74-321-20

the later of the expiration or termination of this Contract (such expiration or termination, the "Termination Date") or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.

- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.

**13) Audit Requirements.** The records of Contractor may be audited by the County, State, or United States government. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within 180 days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.

**14) HIPAA Requirements.** Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

**15) Maintenance of Effort.** Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.

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SERVICE PLAN

**16) Novation.** The parties entered into prior Contract #74-321-18, (as amended by Amendment Agreement #74-321-19) for the period from July 1, 2020 through June 30, 2021, which included a six-month automatic extension through December 31, 2021. County and Contractor hereby agree to substitute this Contract #74-321-20 for the aforesaid six-month automatic Contract extension. Effective July 1, 2021, all Contract rights and obligations of the parties will be governed by this Contract #74-321-20.

**17) Automatic Extension.** Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2022, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2022 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$1,270,189 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;
- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the Cost Report specified in Paragraph 12., above, Contractor will also submit to County, no later than 60 days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six-month extension. County and Contractor will follow the cost report procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

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SPECIAL CONDITIONS

Number 74-321-20

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of new subparagraphs e. and f. to read as follows:

“e. **Professional Liability Insurance.** Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of **\$ 1,000,000** per occurrence/**\$ 3,000,000** annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage.

f. **Cyber Liability Insurance.** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

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
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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

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- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

  
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
  
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- 16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
  
- 17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
  
- 18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
  
- 19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
  - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

  
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- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format,

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assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



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**HIPAA BUSINESS ASSOCIATE ADDENDUM**

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-321-20 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).


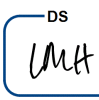
- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
  - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
  - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
  - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
  - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.

a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.

b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer  
 50 Douglas Drive, Suite 310-E  
 Martinez, CA 94553  
 Or Privacy.Officer@cchealth.org


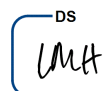
- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer  
 (925) 957-5430

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

	
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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

### 3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

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California Department of Health Care Services  
Behavioral Health Continuum Infrastructure Program  
Round 4: Children and Youth  
Program Update

The California Department of Health Care Services (DHCS) has launched the Behavioral Health Continuum Infrastructure Program (BHCIP) to address historic gaps in the behavioral health and long-term care continuum and meet the growing demand for services and support across the life span. **The following information is provided as a supplement to the upcoming release of the Request for Applications (RFA) for BHCIP Round 4: Children and Youth.**

State priorities for BHCIP:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

*“Assessing the Continuum of Care for Behavioral Health Services in California”*

According to a statewide needs assessment conducted in 2021, “Assessing the Continuum of Care for Behavioral Health Services in California,” the mental health and well-being of California’s children and youth (25 years and younger) are a rising concern.<sup>1</sup> Amid rising rates of children and youth experiencing behavioral health conditions, youth emergency department (ED) visits for mental health concerns, and

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<sup>1</sup> Mannat Health & Bland, A. N. (2022, Jan. 10). *Assessing the continuum of care for behavioral health services in California*. <https://www.dhcs.ca.gov/Documents/Assessing-the-Continuum-of-Care-for-BH-Services-in-California.pdf>



youth suicides, there are limited treatment options available to children with significant mental health and substance use disorders (SUDs). Moreover, in California, rates of serious mental illness and SUDs are highest for individuals ages 18 to 25.

Across the state, there are regions and counties with limited or no treatment options for children and youth, such as the Superior region and western counties in the Central region. Five counties have no facilities serving children and youth (Glenn, Kings, Modoc, Mono, and Tehama), and 17 have no short-term residential treatment programs (STRTPs). Seventy-five percent of stakeholders surveyed for the needs assessment identified an urgent need for psychiatric acute care and inpatient treatment beds for youth; the lack of these beds directly leads to children and youth sitting in EDs for excessive periods of time while awaiting placement.<sup>2</sup> There are also large disparities in outpatient services between adult and youth programs: 32 percent of outpatient facilities do not treat children and youth at all, 30 percent of counties report an urgent need for individual and group counseling, and 25 percent of counties report issues with identifying providers who are willing to treat youth involved in the justice system.

Stakeholders also highlighted the lack of services for youth experiencing SUDs: 75 percent of counties lack residential beds specifically for youth, 68 percent of counties lack providers with the training and experience to meet the needs of youth, and only 58 percent of providers are available to treat co-occurring mental health and SUD needs in youth. As a result, treatment options for youth, including residential care, are sometimes mixed in with adult treatment options. In some instances, youth must be sent out of state to receive care.<sup>3</sup>

The needs assessment identifies seven of the highest priorities, two of which focus on children and youth specifically:

1. More treatment options are vital for children and youth living with significant mental health and substance use disorders.
2. Prevention and early intervention provided through schools and other community-based organizations are critical for children and youth, especially those who are at high risk.

### Emerging and existing initiatives to improve the behavioral health of California's children and youth

The California legislature and the Newsom administration have adopted a number of high-profile initiatives to support the mental health and well-being of children and youth. The Children and Youth Behavioral Health Initiative (CYBHI) includes nine key components designed to transform California's behavioral health system into an innovative ecosystem in which all Californians 25 years of age and younger, regardless of payer, are screened, supported, and served for emerging and existing behavioral health needs. DHCS has extended enhanced reimbursement for screening for adverse childhood experiences (ACEs), developmental screenings, and well-child visits. The 2021 Budget Act added dyadic services for families with children (starting January 2023), doula services (starting January 2023), and services provided by community health workers (starting July 2022) as benefits in Medi-Cal. California has adopted a 5-year plan to implement the Title IV-E Prevention Program to prevent child welfare involvement and promote family stability, expand services for children requiring residential treatment,

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<sup>2</sup> Ibid., p. 97

<sup>3</sup> Ibid., p. 125





and ensure each child and family is provided a trauma-informed prevention plan rooted in evidence-based practices. The legislature created the System of Care, which requires each county to develop and implement a memorandum of understanding (MOU) outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma.

DHCS will be coordinating with CYBHI, California Advancing and Innovating Medi-Cal (CalAIM), and the Children's Crisis Continuum Pilot Program to ensure project alignment and successful implementation of a robust and expanded service delivery system for children and youth. As the needs assessment demonstrates, service expansion often requires investment in infrastructure. Stakeholders surveyed for the needs assessment repeatedly commented on the lack of facilities to provide services along with the lack of means to renovate facilities to expand services. BHCIP Round 4: Children and Youth and future rounds will provide the infrastructure necessary for service expansion.

### Behavioral Health Continuum Infrastructure Program

DHCS was authorized through 2021 [legislation](#) to establish BHCIP and award \$2.1 billion to construct, acquire, and expand properties and invest in mobile crisis infrastructure related to behavioral health. DHCS is releasing these funds through six grant rounds targeting various gaps in the state's behavioral health facility infrastructure. This is the fourth round, and through it, DHCS will award \$480.5 million for children- and youth-focused behavioral health infrastructure projects. Awarded grant funds for BHCIP Round 4: Children and Youth need to be fully expended by June 2026.

Three BHCIP rounds were released in 2021 and early 2022:

- Round 1: Mobile Crisis, \$205M (\$55M Substance Abuse and Mental Health Services Administration grant funding)
- Round 2: County and Tribal Planning Grants, \$16M
- Round 3: Launch Ready, \$518.5M

The remaining BHCIP rounds will be released in 2022:

- Round 4: Children and Youth, \$480.5M
- Round 5: BH Needs Assessment Phase One, \$480M
- Round 6: BH Needs Assessment Phase Two, \$480.7M

### Technical assistance

Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, is serving as the administrative entity for BHCIP. AHP assists state and local organizations to implement and evaluate a wide range of services focusing on mental health treatment and recovery, SUD treatment and prevention, workforce development, homelessness, housing, and criminal justice.

Beginning in June 2022 and as part of the RFA process, AHP will provide pre-application consultations and technical assistance (TA) to individual Round 4 applicants. Specialized TA will be provided to counties, tribal entities, and nonprofit organizations. In addition, AHP will offer ongoing general training and TA for grantees throughout the life of the project. Applicants will submit a request for a pre-application consultation and complete a survey to indicate their understanding of the project requirements. The deadline to request a pre-application consultation will be 3 weeks before the



application deadline. TA will help applicants understand the minimum project requirements and budgeting practices. Minimum project requirements include a sustainable business plan, a conceptual site plan, architectural and engineering narratives, and an initial budget based on the site plan. Applicants will also be required to discuss how their proposed project meets local gaps identified in “Assessing the Continuum of Care for Behavioral Health Services in California” and addresses State priorities. An AHP implementation specialist will work with applicants to support them in these areas by connecting them with subject matter experts in real estate, facility financing, and programmatic best practices serving children and youth (25 years and younger) to bring targeted TA to applicants and grantees.

Upon release of the BHCIP RFA for Round 4 and in conjunction with DHCS, AHP will conduct informational webinars on topics such as strategies to serve children and youth, braiding resources to ensure viability, and green/sustainable building practices. Additional information on webinars related to the RFA will be available at <https://www.buildingcalhhs.com/>. This will include topics to help address concerns common to capital development projects serving children and youth, such as best practices related to siting facilities and community collaboration and support.

### Eligible entities

Counties, cities, tribal entities (including 638s and urban clinics), nonprofit organizations, and for-profit organizations whose projects reflect the State’s priorities are eligible to apply for this funding, noting the following stipulations and specifications:

- Proposed projects need to expand community capacity for serving Californians ages 25 and younger.
- Projects must make a commitment to serve Medi-Cal beneficiaries.
- For-profit organizations, including private real estate developers, with related prior development experience who are collaborating with nonprofit organizations, tribal entities, or counties may apply, but will be required to demonstrate a legal agreement (e.g., MOU) with the county, tribe, city, for-profit, or nonprofit organization to confirm the organization’s role in the project, including that they are working on behalf of the service provider.

### Eligibility considerations

The population for Round 4 is children and youth ages 25 and younger, including pregnant and postpartum women and their children, children, and transition-age youth (TAY), along with their families. All applicants must demonstrate how their infrastructure project will expand behavioral health services for this population exclusively. Applicants can provide services for any of the sub-populations in this age group, along with family-based clinical services and support. Regional models or collaborative partnerships to construct, renovate, or expand behavioral health facilities for children and youth are encouraged to apply.

All prospective applicants will be required to engage in a pre-application consultation that will provide an opportunity to discuss proposed projects, match requirements and potential sources of local match, statutory and regulatory requirements, how the project addresses local need/gaps and the State’s priorities, and other related considerations. AHP will provide these pre-application consultations in coordination with Community Development Financial Institutions (CDFIs) and real estate development experts.



For BHCIP Round 4 funding, three phases of project development will be considered during evaluation of each application. Applicants must be in one of the three phases, and applicants in later phases will be scored higher. All projects must meet the minimum threshold of project readiness to be awarded grant funds. Applicant projects are considered to be in a given phase of development only after they have met all the requirements in the previous phase. Required documentation will be reviewed with each applicant during the pre-application consultation process and must be submitted as part of the application.

To be eligible for BHCIP Round 4 funding, a project must demonstrate “project readiness.” The **minimum threshold requirements** for “project readiness” are as follows:

- Sustainable business plan with 5-year projections of future objectives and strategies for achieving them
- Conceptual site plan with a forecast of the developmental potential of the property
- Stakeholder support as demonstrated by letters of support from internal board of directors and professional/community partners
- Demonstration of county and Medi-Cal investments to support ongoing sustainability
- Match amount identified
- Initial budget, one for each phase and a total budget for acquisition and construction

Projects will be funded by phase as the applicant demonstrates successful completion of the phase (outlined below). These phases are the pre-construction activities. Applicants must submit documentation demonstrating the completion of each phase below in order to move ahead to the next phase.

- Phase 1: Planning and pre-development
  - Development team established; to include attorney, architect, and/or design-build team
  - Basis of design; includes architectural and engineering narratives
  - Property-specific Site Investigation Report and Due Diligence
  - Budget with cost estimates based on site plan/drawings
- Phase 2: Design development
  - Site control established with deed, Purchase and Sale Agreement, Option Contract, Letter Of Intent, leasehold
  - Site plan established with a schematic plan with architectural and engineering specifications
  - Able to gain building permits within 6 months of funding
  - Able to close on land, after gaining building permits, within 6 months of funding
  - Able to start construction within 6 months of grant funding
- Phase 3: Shovel ready
  - Ownership of real estate site
  - Preliminary plan review completed, with comments received
  - Construction drawings complete or near completion
  - General contractor (builder) selected and ready for hire
  - Ninety-five percent of construction drawings ready for submission for building permit
  - Building permit issued



- Able to start construction within 60 days or less

Full funding of a proposed development project will be contingent on completion of all three phases of development planning. Planning and pre-development phase must be completed in 90 days.

Construction documents need to be submitted for building permit review within 6 months of grant award.

### Eligible facility types

The following facility types and subcategories may be considered for project funding **only** if they are expanding behavioral health services for this population.

Type of facility	Serving children (Birth–18 years)	Serving TAY (18–25)	Perinatal (pregnant and postpartum women and their children)
<b>Outpatient Services</b> (includes a variety of settings delivering clinical support services, but not overnight residential services)			
Community mental health clinic (outpatient)	X	X	X
Community treatment facility (CTF)	X	X	X
Community wellness centers/prevention centers	X	X	
Outpatient treatment for SUD	X	X	X
School-linked health centers	X	X	
<b>Residential Clinical Programs</b> (includes a variety of settings primarily focused on delivering clinical services; also provide shelter and support, from overnight to many days, weeks, and months)			
Adolescent residential treatment facilities for youth with SUDs	X	X	
Children’s crisis residential programs (CCRPs)	X		
Crisis stabilization unit (CSU)	X	X	
Perinatal residential SUD facilities	X	X	X
Psychiatric acute care hospital	X	X	
Psychiatric health facility	X	X	
STRTPs	X		



For purposes of this funding, a community wellness/prevention center must focus on serving children and youth with behavioral health conditions (mental health and substance use disorders), commit to serving Medi-Cal beneficiaries, and offer some or all of the following:

- A comprehensive program of behavioral health services in an outpatient setting, including preventive services, screening, diagnosis, and treatment/management of behavioral health conditions
- Community support groups for people with mental health disorders and SUDs, including traditional healing activities (talking circles)
- Health education and information, including on behavioral health
- Service navigation and enabling services such as case management/care coordination, transportation, and translation services
- Youth development programming and activities, including mentoring, peer support, and/or parenting/family management services
- Behavioral health prevention coalitions and/or workgroups

Publicly funded perinatal facilities must adhere to DHCS Perinatal Practice Guidelines.

Facility types that are not eligible for funding:

- Correctional settings
- Schools

Applicants will be expected to define the types of facilities they will operate and explain how they will expand services for children and youth. Facilities that serve adults must demonstrate how expansion through this funding round will specifically serve youth ages 18 to 25. Facility expansion can include building or renovating a separate wing or center that serves children and youth. Regional models and collaborative partnerships are strongly encouraged to apply. Consideration will be given to entities that propose facilities with new services or expanded services in underserved counties and regions based on the needs assessment.

All applicants must describe the local needs based on “Assessing the Continuum of Care for Behavioral Health Services in California” and any local needs assessment used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance racial equity. Projects will be required to certify that they will not exclude certain children and youth populations, such as those who are justice involved or in foster care. BHCIP Round 4 grantees with behavioral health facilities that offer Medi-Cal behavioral health services will be expected to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility’s expansion or construction is complete. Community wellness centers and youth behavioral health prevention centers are not required to have a contract to provide Medi-Cal behavioral health services; however, they must provide services to Medi-Cal beneficiaries.

### [Funding parameters and use restrictions](#)

Applicants will be expected to develop a competitive and reasonably priced development budget that will be scored alongside applications for projects of similar setting types and sizes. In addition, scoring will take into consideration a focus on the State’s priorities, including efforts to advance racial equity



and to expand services in regions and counties that do not currently have an adequate number of treatment options for children and youth.

AHP and its subcontractors will conduct a financial viability assessment, considering continued fluctuations in construction and other costs. Through various TA activities, such as the RFA pre-application consultation, interviews, and financial document review, the State will assess long-term operational sustainability once the capital project is complete and in use for its intended purpose.

Applicants will be required to commit to a provision of services and building use restriction for the entire 30-year period.

## Match

Match guidelines will be set according to applicant type.

- Tribal entities = 5 percent match
- Counties, cities, and nonprofit providers = 10 percent match
- For-profit providers and/or private organizations = 25 percent match

Match in the form of cash and in-kind contributions—such as land or existing structures—to the real costs of the project will be allowed. The State must approve the match source. Cash may come from

- [American Rescue Plan Act \(ARPA\)](#) funds granted to counties and cities,
- Local funding,
- [Mental Health Services Act \(MHSA\)](#) funds in the 3-year plan (considered “other local”),
- Foundation/philanthropic support,
- [Opioid settlement funds](#) for SUD facilities,
- Loans or investments,
- Incentive payments from managed care plans, or
- Another source.

Services, Behavioral Health Subaccount funding, and State general funds will **not** be allowed as match.

## Funding regions

Regional funding caps will be established and the amounts available per region will be determined based on the Behavioral Health Subaccount.

In addition, 20 percent of funds available for BHCIP will be set aside for use in regions at the State’s discretion to ensure funding is effectively aligned with need (for instance, this reserve money may be used to fund high-scoring projects in oversubscribed regions). Another 5 percent of funds will be set aside for tribes.

Following an initial round of funding allocations (timeframes to be determined by DHCS), DHCS will conduct periodic reviews of the number of completed applications from each region. Any unspent funds may be considered for viable applications falling outside of the initial allocation priority schedules, geographical divisions, or other initial fund allocation restrictions.



Prompt 1	How can BHCIP: Round 4 support the infrastructure needs specific to different populations of children and youth?
<b>Participant Responses</b>	<p><b>Most Common Themes:</b></p> <ul style="list-style-type: none"><li>• Provide funding for infrastructure needs such as pre-development, technology, planning, feasibility studies, and training costs</li><li>• Broaden funding eligibility to include therapeutic foster care, mobile vans, transitional housing, recreational interventions, non-traditional providers and services, CBOs</li><li>• Prioritize youth-serving agencies to ensure family involvement, use of evidence-based practices, and youth-friendly places</li><li>• Include wellness/prevention centers</li><li>• Ensure that youth voices are part of infrastructure design</li></ul> <p><b>Other responses:</b></p> <ul style="list-style-type: none"><li>• Address social determinants of health</li><li>• Develop a social media campaign to promote services to youth</li><li>• Make sure non-traditional providers are made aware of grant opportunity</li><li>• Focus on prevention</li></ul>



Prompt 2	How does DHCS ensure that it selects applicants that will primarily serve children and youth ages 25 and younger?
<b>Participant Responses</b>	<p><b>Most Common Themes:</b></p> <ul style="list-style-type: none"><li>• Prioritize agencies that serve children and youth</li><li>• Consider agency expertise and experience working with children and youth</li><li>• Conduct site visits; require reporting and documentation of service delivery quality</li><li>• Request letters of support to demonstrate involvement in and support from community and partners</li></ul> <p><b>Other responses:</b></p> <ul style="list-style-type: none"><li>• Require youth involvement</li><li>• Workforce development issues - agencies need staff to provide services for any facility/program</li><li>• Ensure applicants describe plan for serving youth aged 25 and younger and how they will demonstrate it</li></ul>

<b>Prompt 3</b>	<b>Are there other facilities that primarily provide BH services for children and youth not listed here for BHCIP Round 4 funding?</b>
<b>Participant Responses</b>	<p><b>Facilities requested to be included (# of responses):</b></p> <p>14 – Transitional/supportive/recovery housing (9 specific for TAY)</p> <p>11 – Youth drop-in centers/clubhouse (2 mentioned Alcove)</p> <p>9 - Mobile crisis/MH urgent care</p> <p>8 - Schools</p> <p>4 – Respite; Family Resource Center; Children’s hospitals; FQHC</p> <p>6 – Eating disorders; 3 – Autism/ID/DD</p> <p>Sobering Centers, facilities that do home-based care, equine therapy, IOPs, MAT, Digital Health, TAY MH Rehabilitation Center, Therapeutic Foster Care, Psychiatric Residential Treatment Facility, perinatal facility</p> <p><b>Other responses:</b></p> <ul style="list-style-type: none"><li>• Use CBO as an umbrella term for facilities that do a variety of services listed above</li><li>• Programs that include families and provide wraparound services</li></ul>

<b>Prompt 4</b>	<b>How can DHCS encourage regional approaches or collaborative partnerships to expand behavioral health facilities for children and youth?</b>
<b>Participant Responses</b>	<p><b>Most Common Themes:</b></p> <ul style="list-style-type: none"><li>• Provide funding/incentives to support partnerships, extra points for partnerships, require partnership to show geographic footprint</li><li>• Relax/align billing requirements; allow Medi-Cal billing across county lines</li><li>• Create a platform for providers to find each other such as a summit, learning collaboratives, regional meetings/projects</li><li>• Include youth and family voices, advocacy groups</li></ul> <p><b>Other responses:</b></p> <ul style="list-style-type: none"><li>• Support public/private partnerships</li><li>• Social media to combat stigma</li><li>• Surveys of regional needs</li><li>• Co-located facilities that include public and nonprofit organizations with wraparound services for children, youth, and their families</li><li>• Create partnerships with schools and centers</li><li>• Allow for staged approach to building partnerships; allow providers to add partners as the facility develops; allow for satellite sites</li><li>• Need for continued funding for services</li></ul>

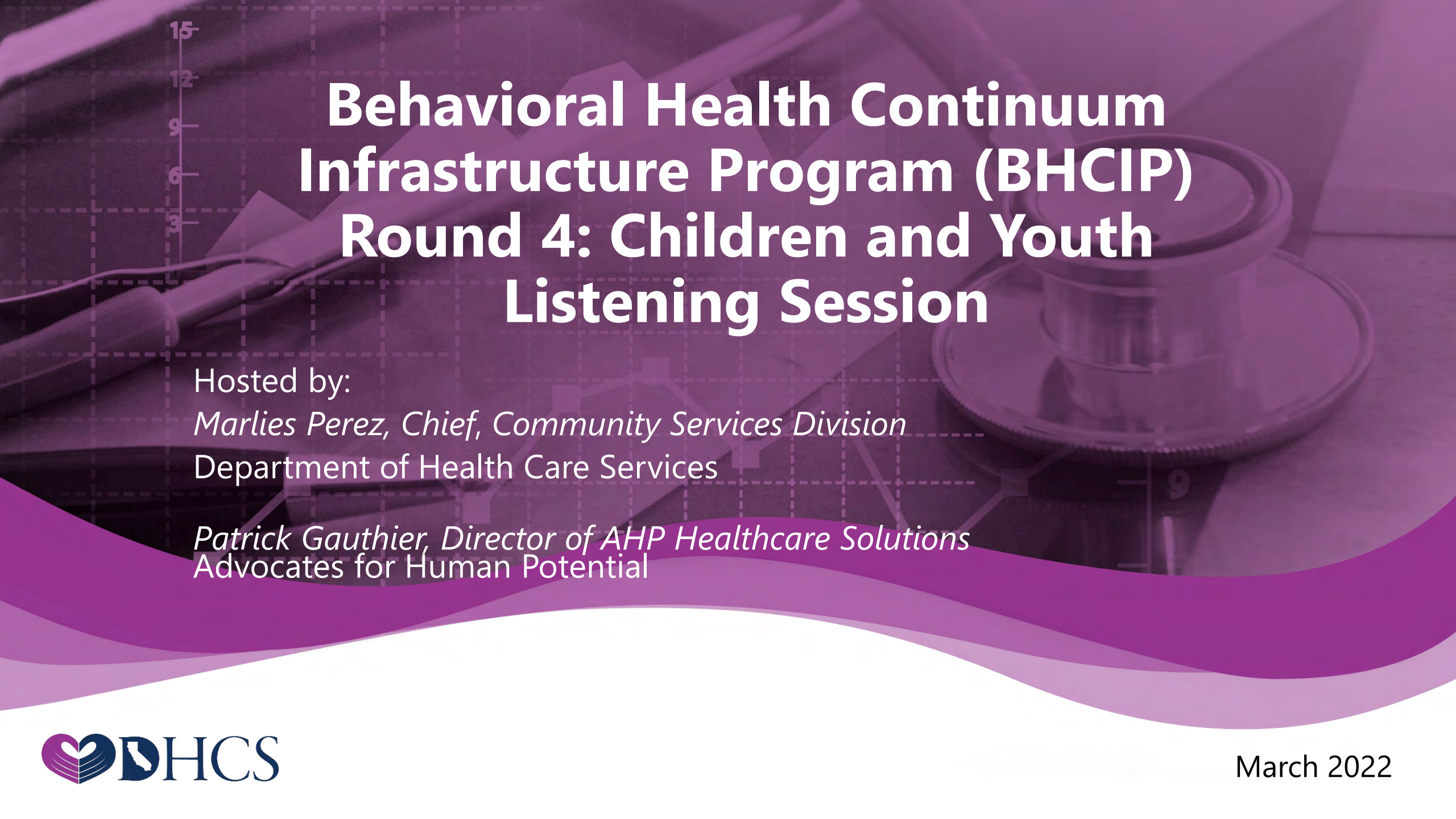
Prompt 5	What are the barriers to using this funding opportunity to expand behavioral health services for children and youth?
<b>Participant Responses</b>	<p><b>Most Common Themes:</b></p> <ul style="list-style-type: none"><li>• Licensing requirements and regulations, paperwork, red tape</li><li>• Recruiting and paying staff living wages</li><li>• Ensuring sustainable funding for programs</li><li>• Costs of construction often exceed funding</li><li>• Billing rules (prohibition on same day billing)</li><li>• 30-year service use commitment</li></ul> <p><b>Other responses:</b></p> <ul style="list-style-type: none"><li>• Joint certification for MH and SUD would be helpful</li><li>• Match requirements are too high</li><li>• Organizational capacity to manage large construction project</li><li>• Funding for non-traditional services not covered by Medi-Cal</li></ul>

Prompt 6	DHCS is considering using the same Launch Ready requirements for Round 4. What is your feedback on the proposed match for Round 4: Children and Youth?
<b>Participant Responses</b>	<p><b>Most Common Responses (# of respondents):</b></p> <p>23 – <b><i>Allow for flexibility</i></b> in match amounts and what counts as a match (long term maintenance costs); increase match for for-profits and decrease for non-profits (5%) and tribes; adjust match to size of operating budget</p> <p>10 – Match is difficult for smaller non-profit organizations and tribes; accept in-kind and services as match</p> <p>8 – Match is reasonable</p> <p><b>Comments/Suggestions:</b></p> <ul style="list-style-type: none"><li>• Resources tend to go to those that already have resources – <i>“the under resourced usually remain under resourced”</i></li><li>• For-profit entities working with government subsidies should be considered separately from other for-profit agencies</li><li>• Have clear guidelines established for how assessed property value over time will (or will not) affect committed match.</li></ul>

Prompt 7	What is your feedback on the proposed funding methods for Round 4: Children and Youth?
<b>Participant Response Themes</b>	<ul style="list-style-type: none"><li>• Special consideration of youth population within geographic regions; certain regions have higher concentrations of youth; are the geographic regions prorated by youth population?</li><li>• Geographic funding should take into consideration location of programs and ability to reach underserved populations</li><li>• Extra points for applicants who can demonstrate successful services to underserved populations to achieve equity</li><li>• Access is very different by region. Access should be a factor in funding decisions</li><li>• Ensure that applicants are providing services for youth within region and consider applicants experience in providing services for underserved populations</li></ul>

<b>Prompt 8</b>	<b>What are the TA needs for applicants in administering Round 4: Children and Youth funds?</b>
<b>Participant Responses</b>	<ul style="list-style-type: none"><li>▪ Support for licensing and certification requirements</li><li>▪ Introduction to affordable developers and securing partnerships</li><li>▪ Real estate acquisition, construction, renovation</li><li>▪ Complying with prevailing wage contracts</li><li>▪ Regional specific TA who understands complexities counties must manage to achieve milestones and obtain licenses/certifications</li><li>▪ Cultural specialists</li><li>▪ Support for Not In My Backyard issues</li><li>▪ Community outreach and engagement</li></ul>





# Behavioral Health Continuum Infrastructure Program (BHCIP) Round 4: Children and Youth Listening Session

Hosted by:

*Marlies Perez, Chief, Community Services Division*

Department of Health Care Services

*Patrick Gauthier, Director of AHP Healthcare Solutions*  
Advocates for Human Potential

# Listening Session Format

» **For each topic, DHCS will:**

1. Present the information specified in the Behavioral Health Continuum Infrastructure (BHCIP) program
2. Provide a prompt related to the policy decisions for Round 4: Children and Youth
3. Solicit stakeholder verbal or written feedback via chat on the prompt

» *Please Note: DHCS is **gathering information** and will not be responding to questions during the listening session. We will only offer points of clarification.*

# How to Provide Feedback

1. Type your feedback/comments in the chat box (click the chat icon located on your control panel).
2. Send an email to [BHCIP@dhcs.ca.gov](mailto:BHCIP@dhcs.ca.gov) with the subject line “Round 4 Listening Session.” Feedback will be accepted through March 30, 2022.

**Marlies Perez, Chief, Community  
Services Division  
Department of Health  
Care Services**

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# Assessing the Continuum of Behavioral Health Services in California

- » To provide data and stakeholder perspectives for DHCS as it implements major behavioral health initiatives and expands the behavioral health infrastructure through BHCIP
- » Released by DHCS on January 10, 2022
- » [Assessing the Continuum of Care for BH Services in California](#)

# The Behavioral Health and Well-being of California's Children and Youth

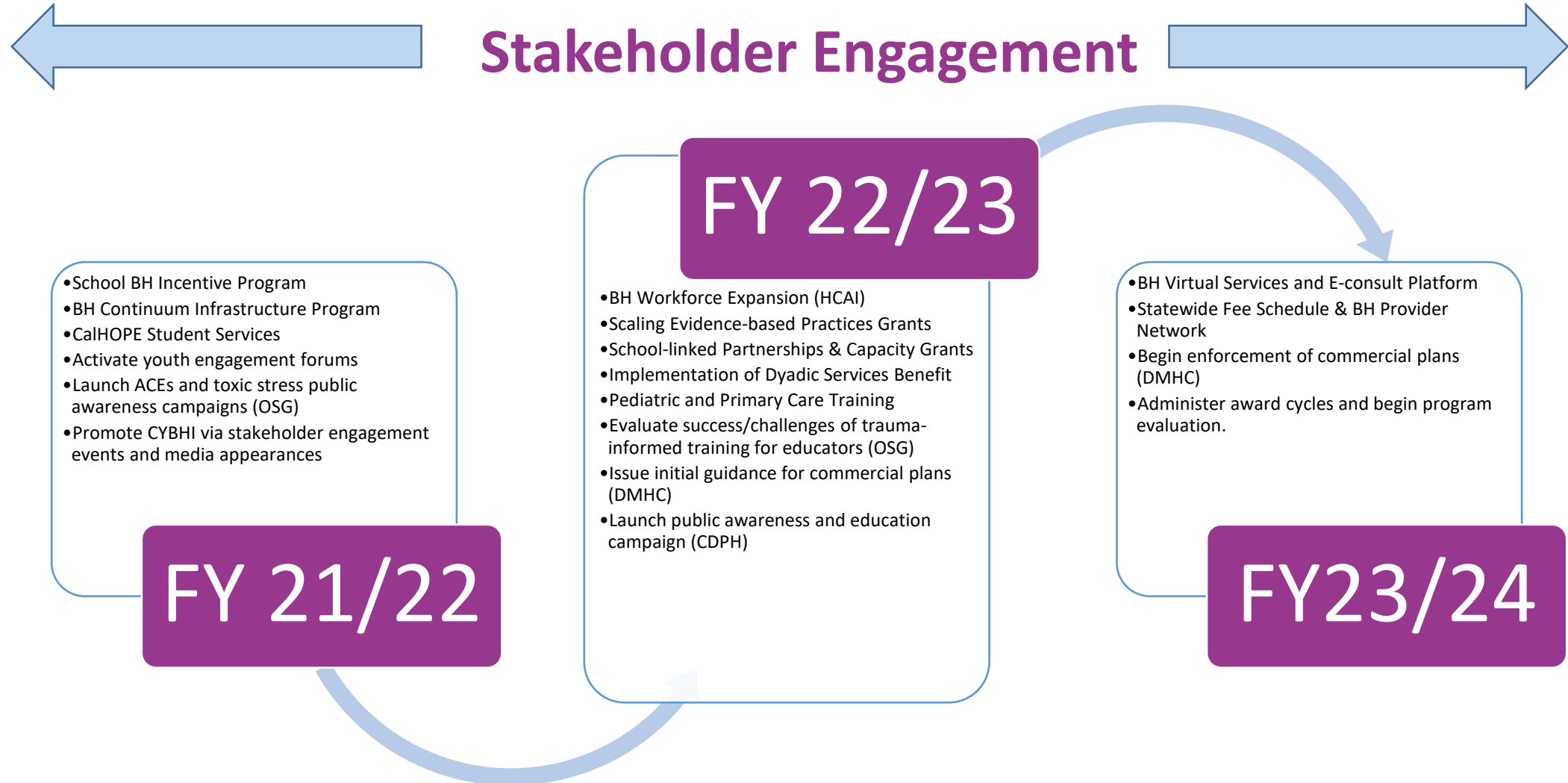
- » Data from the needs assessment demonstrates that the mental health and well-being of California's children (age 25 and younger) is a ***rising concern***
- » **One in 13 children has a serious emotional disturbance**, with higher rates for low-income children and those who are Black or Latino
- » The **suicide rate among youth continues to rise** and has been worsened by the pandemic
- » **Visits to emergency departments due to a mental health crisis have climbed 31%** for children between the ages of 12 and 17

# Data from Needs Assessment

- » 75% of stakeholders report an urgent need for psychiatric acute care and inpatient treatment beds for youth
- » 32% of outpatient facilities do not treat children and youth
- » 25% of counties report issues with finding providers who are willing to treat youth involved in the justice system
- » 75% of counties lack residential beds specifically for youth
- » 68% of counties lack providers with the training and experience to meet the needs of youth with SUDs



# Children and Youth BH Initiative (CYBHI)



# BHCIP Guiding Principles and Priorities

- » Invest in behavioral health and community care options that advance racial equity
- » Seek geographic equity of behavioral health and community care options
- » Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and **children and youth**
- » Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization

# BHCIP Guiding Principles and Priorities

- » Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- » Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- » Leverage county and Medi-Cal investments to support ongoing sustainability
- » Leverage the historic state investments in housing and homelessness

# BHCIP Overview

- » Passed in FY 2021-22 State budget
- » \$2.1B total
- » Amends [Welfare and Institutions Code](#)
- » Provides competitive grants for counties, tribal entities, non-profit and for-profit entities to build new or expand existing capacity in the continuum of public and private BH facilities
- » Funding will be **only** for new or expanding infrastructure (brick and mortar) projects and not BH services

# BHCIP Overview

- » DHCS will release Request for Applications (RFAs) for BHCIP through multiple rounds
- » Rounds will target various gaps in California's BH facility infrastructure
- » Rounds will remain open until funds are awarded
- » Different entities will be able to apply in each round for specific projects to address identified infrastructure gaps
- » Stakeholder engagement will occur throughout the project

# Round 4: Children and Youth

- » This round authorizes \$480.5 million in funding opportunities through competitive grants to qualified entities to construct, acquire and rehabilitate real estate assets for children and youth.
- » The population for this round are children and youth ages 25 and younger. Applicants must demonstrate that facility expansion will only be for this population.

# Populations Considered for Round 4 Expansion

Perinatal

Children

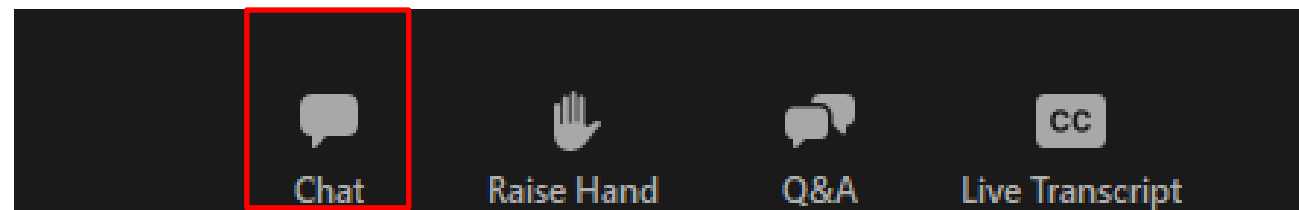
Transition-age  
youth (TAY)

Family-based  
services



# Feedback

1. How can BHCIP: Round 4 support the infrastructure needs specific to different populations of children and youth?
2. How does DHCS ensure that it selects applicants that will primarily serve children and youth ages 25 and younger?

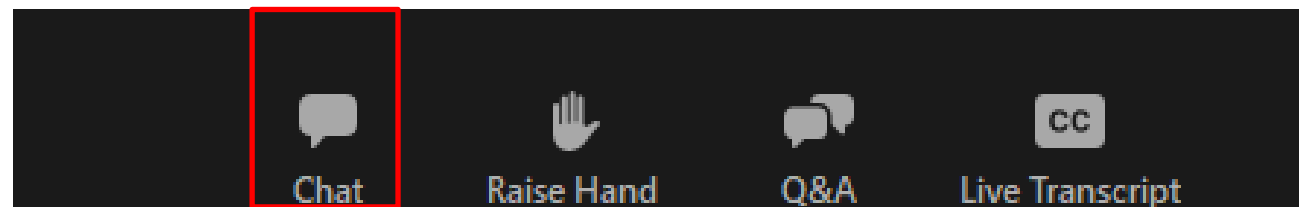


# Round 4 Potential Eligible Facilities

- Community mental health clinic
- Community treatment facility (CTF)
- Outpatient treatment for substance use disorders (SUD)
- Partial hospital for mental health
- Partial hospital for SUD
- Perinatal SUD facilities
- Psychiatric health facility
- Psychiatric acute care hospital
- Adolescent residential treatment facilities for SUD
- Crisis stabilization unit (CSU)
- Children's crisis residential program (CCRPs)
- Short-term residential therapeutic program (STRTP)
- Community wellness center
- Youth behavioral health prevention center
- Behavioral Health Wellness Centers

# Feedback

1. Are there other facilities that primarily provide BH services for children and youth not listed here for BHCIP Round 4 funding?
2. How can DHCS encourage regional approaches or collaborative partnerships to expand behavioral health facilities for children and youth?
3. What are the barriers to using this funding opportunity to expand behavioral health services for children and youth?



# Match

- » Matching funds or real property will be required and are still under development
- » Launch Ready match guidelines were set according to applicant type
  - Tribal entities = 5% match
  - Counties, cities, and nonprofit providers = 10% match
  - For-profit providers and/or private organizations = 25% match
- » Services will *not* be allowed as a match

# Feedback

1. DHCS is considering using the same Launch Ready match requirements for Round 4. What is your feedback on the proposed match for Round 4: Children and Youth?



# Grant Funding and Set Asides

- » **20%** of funds available for BHCIP will be set aside for use in regions at the state's discretion to ensure funding is effectively aligned with need
- » **5%** of funds will be set aside for tribes
- » Amounts available per region will be determined based on the Behavioral Health Subaccount

# Feedback

1. What is your feedback on the proposed funding methods for Round 4: Children and Youth?





# Technical Assistance

- As administrative entity, Advocates for Human Potential is assisting DHCS with BHCIP project implementation, including:
  - Planning grants (contracts/funding/TA)
  - Applicant and grantee assistance including preparation of proposals for rounds
  - Real estate TA for grantees (land use zoning, permitting, real estate acquisition, applicable exemptions)
  - Additional TA
  - Data collection and program evaluation

# Feedback

1. What are the TA needs for applicants in administering Round 4: Children and Youth funds?



# For More Information

<https://www.infrastructure.buildingcalhhs.com/>

[BHCIP@dhcs.ca.gov](mailto:BHCIP@dhcs.ca.gov)