



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
Quality of Care Committee Meeting
Thursday, July 21st, 2022, 3:30-5:30 pm**

Via: Zoom Teleconference:

<https://cchealth.zoom.us/j/6094136195>

Meeting number: 609 413 6195

Join by phone:

1 646 518 9805 US

Access code: 609 413 6195

AGENDA

- I. Call to order/Introductions**
- II. Public comments**
- III. Commissioner comments**
- IV. Chair comments**
- V. APPROVE minutes from June 16, 2022 Quality of Care meeting.**
- VI. UPDATE Committee on the Contra Costa County Wellness in School Programs (WISP) activities, Commissioner Laura Griffin.**
- VII. REVIEW MHC Finance Committee discussion of K-12 school district contracts with Behavioral Health Services (see attached contracts)**
- VIII. DISCUSS Site Visit Activity for April, 2022 – June 2022**
- IX. UPDATE on Behavioral Health Community Infrastructure Program (BHCIP) Quality of Care Motion from July 6, 2022 MHC Meeting, Commissioner Barbara Serwin**
- X. REPORT on BHCIP July 15, 2022 Stakeholder Meeting, Commissioner Laura Griffin**
- XI. Adjourn**

(Agenda continued on Page Two)



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.



Quality of Care Committee Agenda (Page Two)

Thursday, July 21st, 2022 ◊ 3:30 pm - 5:30 pm

ATTACHMENTS:

- A. MOTION: Behavioral Health Community Infrastructure Program (BHCIP)
Quality of Care Motion from July 6, 2022 MHC Meeting**
 - B. MHC Finance Committee Approved Meeting Minutes 5/19/22**
- County Behavioral Health education contracts:**
- C. Mount Diablo Unified School District #74-371 (Central County)**
 - D. Fred Finch #24-828 (Central County)**
 - E. Lincoln Child Center #24-925 (East County)**
 - F. Bay Area Community Resources #74-321 (West County)**

Mental Health Commission

Proposed Motion(s)

Original Discussion/Vote Quality of Care Agenda Item VI (Comments)
Meeting Date: June 16th, 2022

MHC Agenda Item IX:
Meeting Date: July 6, 2022
Motion regarding BHCIP and CCE grant applications (with updated language):

Toward the goal of capitalizing on an historic opportunity to build infrastructure essential to the delivery of mental health services in Contra Costa County, the Mental Health Commission advises the Board of Supervisors to ~~require~~ *encourage* Behavioral Health Services to *continue to* apply for all relevant Behavioral Health Community Infrastructure Program and Community Care Expansion grants, that Behavioral Health Services meet the deadlines for the grant applications, and that all necessary resources are made available to and employed by Behavioral Health Services to write the most competitive grants possible.

Agenda Item VI: Motion regarding BHCIP and CCE grant applications

Toward the goal of capitalizing on an historic opportunity to build infrastructure essential to the delivery of mental health services in Contra Costa County, the Mental Health Commission advises the Board of Supervisors to *encourage* Behavioral Health Services to *continue to* apply for all relevant Behavioral Health Community Infrastructure Program and Community Care Expansion grants, that Behavioral Health Services meet the deadlines for the grant applications, and that all necessary resources are made available to and employed by Behavioral Health Services to write the most competitive grants possible.

Cmsr Moving to Approve: Cmsr. Leslie May

Cmsr Second Motion: Cmsr. Barbara Serwin

Vote: PASSED 8-1-0

Chair- Cmsr. Barbara Serwin, District II	AYE
Vice-Chair, Cmsr. Laura Griffin, District V	AYE
Cmsr. Candace Andersen, District II	NO
Cmsr. Gerthy Loveday Cohen,	AYE
Cmsr, Douglas Dunn, District III	AYE
Cmsr. Leslie May, District V	AYE
Cmsr. Joe Metro, District V	
Cmsr. Rhiannon Shire, District II	
Cmsr. Geri Stern, District I	AYE
Cmsr. Gina Swirsding, District I	AYE
Cmsr. Yanelit Madriz Zarate	AYE

Abstain:

Notes/Future Action:

**MENTAL HEALTH COMMISSION
FINANCE COMMITTEE MEETING MINUTES
May 19th, 2022 - FINAL**

Agenda Item / Discussion	Action /Follow-Up
<p>I. Call to Order / Introductions Chair, Cmsr. Douglas Dunn, District III called the meeting to order at 1:32 pm.</p> <p><u>Members Present:</u> Chair, Cmsr. Douglas Dunn, District III Cmsr. Leslie May, District V Cmsr. Rhiannon Shires, District II</p> <p><u>Members Absent:</u> Cmsr. Graham Wiseman, District II</p> <p><u>Other Attendees:</u> Cmsr. Barbara Serwin, District II Angela Beck Jennifer Bruggeman Dawn Morrow (Supv. Diane Burgis' ofc)</p>	<p>Meeting was held via Zoom platform</p>
<p>II. PUBLIC COMMENTS: None.</p>	
<p>III. COMMISSIONERS COMMENTS:</p> <ul style="list-style-type: none"> (R. Shires) Unable to attend June 16th meeting, will be on vacation out of the country (May 5-July 4). 	
<p>IV. COMMITTEE CHAIR COMMENTS:</p> <ul style="list-style-type: none"> Focusing on Children/Adolescent Mental Health, the main reason is the next BHCIP Round (4) will be authorizing \$480.5 mil in funding through competitive grants. The final instructions and deadline seems to be focusing toward the end of August. This meeting, and the June/July meetings (possibly August) will be focusing on Children and Adolescent Mental Health, reviewing existing contracts (other than MHSA) for this particular area of behavioral health and will be our focus. <i><interrupted by Cmsr. Shires to speak on 'Team Esteem'></i> 	
<p>V. APPROVE minutes from April 21st, 2022, meeting:</p> <ul style="list-style-type: none"> Cmsr. Douglas Dunn moved to approve the minutes as written. Seconded by Cmsr. Leslie May <p>Vote: 3-0-0 Ayes: D. Dunn, L. May, and R. Shires Abstain: none</p>	<p>Agendas/minutes can be found at: http://cchealth.org/mentalhealth/mhc/agendas-minutes.php</p>

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:

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)

Mount Diablo Unified School District #74-371 (Central County):

The most detailed of the contracts we received. One thing I noticed going through these contracts is that they utilize the federal match of MediCAL as much as they possibly can. They also maximize state realignment funding with the federal financial participation piece of MediCal as much as they can. With that in mind, this contract was a little over \$6mil and the MediCAL federal piece is a little under \$3mil, state realignment is a bit under \$3mil.

NOTE to Behavioral Health, is it 1991 or is it a combination of 1991 and 2011 realignment funding streams. There is also Mt. Diablo Unified School District (MDUSD) funds, approximately a little over \$266k to the contract is a bit over \$6mil. I noticed where the services are performed:

- Sunrise Elementary school and the Alliance program at Olympic Continuation High School, which is a continuation high school, just under \$1.8mil.
- There is another amount, a little over \$5.3mil 'WRAP Clinic'. I went to the MDUSD website to get what information I could about this contract to see what it would tell me. I don't know if this is one location? What does WRAP stand for? Is this one location or multiple throughout the school district?
(Cmsr. Serwin) Cmsr. Dunn, I didn't see (in the service plan) any at home services, it says the services shall be performed at county designated schools. It does not list under applicable services any in-home services; whereas it does in some other contracts.
- There is another service 'BASES' at Mt. Diablo HS, but it unclear. So, that is another question: Location(s) and what does BASES stand for? It is listed on the MDUSD website with a contact name and address. (Jennifer Bruggeman) Can you send your document to me and I will be happy to get all the questions answered and send back to you.
(Cmsr. Serwin) This is where I have issue: Quality of Care and Finance are looking at the same contracts and we will have overlap in questions. I really don't want to ask the same questions of Gerold or the School Districts by two different parties. We have to be coordinated. (Jennifer Bruggeman) Maybe if you can coordinate the two lists and send to me or each send me a list, I am happy to just build it down and ensure it isn't repetitive and get you all the answers.
(Cmsr. Serwin) Quality of Care will be looking at each school's contracted services and (a) look at the quality of care of those services and (b) look at what is the coverage of all the schools.

Do they all have mental health services? Who is providing them? Are they of similar levels? Or are some getting less than others? Do some have greater needs?

Through the Wellness in Schools Program (WISP), they are trying to get a handle on similar things. We will work with them as well, but it is more in the future. Right now, they are really focused on implementing on what they have identified they want to do but they do have future goals.

(Jennifer Bruggeman) WISP is a little bit different because they are not really direct service providers.

- Pacifica: there is close to a half-million dollars budgeted and it is not apparent if this is a program in one or multiple schools? Or is this an elementary school, a junior or senior high school? There is no information on the website. We need more detail.
- Olivera School: That school is very high needs. Both middle and high school students. Seneca family of agencies is heavily involved with that particular school. There are some Seneca contracted staff that teach at the school, it is a special education school. This may be the school that Cmsr. May was referring to as one of the highest needs (behavioral health needs) schools in the entire MDUSD. We would like to know more about what is involved in terms of that particular program which constitutes a \$730k budget.
- ACSEL: A social and emotional education collaborative (SEEC) under this is a counseling enriched program and at Ygnacio Valley HS, \$388K—we need more detail.
- PHMS: Does this stand for the Pine Hollow Middle School in Concord? \$636K – more detail needed.
- (Cmsr. Serwin) In addition to the schools, they are serving and specifically what services those are, I am really curious about what, if these are only the special education schools? What about the mainstream schools? What services are being offered there, if any? And in the mainstream schools, there are IEP (Individualized Educational Plan) students that require psychological services and they may or may not be considered mild to moderate. I am curious how are those needs met. (Cmsr. Dunn) These are very good questions. I couldn't tell from the website if PHMS was a special education type middle school or if it was a mainstream middle school; and if the contract was geared to serve persons that were mainly moderate or severe? (Cmsr. Serwin) I wonder if those things I have mentioned (mild-to-moderate) if that goes into (Cmsr. Dunn) I didn't see that type of breakdown in the contract itself.
- (Cmsr. Serwin) Cmsr. Griffin is going to look into how funding for mental health is factored into school district budgets. She used to work at the office of education. She is going to start there and look at it from a top – down perspective. It may be that each school has their own mental health budget and they cover these other categories.

Fred Finch #24-828 (Central County):

I could not find financial summary information or location information other than fees per minute rate schedule in Exhibit A. (Jennifer Bruggeman) Fred Finch is not a school-based contract per se, they are the transition aged youth (TAY) full service partnership (FSP) provider.

(Cmsr. Dunn) There is a rate schedule with fees per minute. It is a school-based program providing a maximum of \$1,338,574. Contract piece is broken out (see Payment Provisions under item D.) Total contract amount of \$1,449,000. Many of these contracts are quite difficult to flush out the financial services detail. (Cmsr. Serwin) The service plan breaks it out into A1 and A2, there is the school-based services to children in the MDUSD and then their facility-based treatments; including county referred clients (and it is in Oakland, CA). If you link that back to the rates, A is the school-based at MDUSD schools and then B and C are these facility based treatments (in Oakland). To flush out the treatment cost differential, we have to talk with Gerold.

(Cmsr. Serwin) It doesn't list a location of which school region. It states MDUSD, but it is a huge area. The facilities are in Oakland?

Lincoln Child Center #24-925 (East County):

Mental Health Services for severely emotionally disturbed students and their families. There is \$4.5mil for Early and Periodic Screening, Diagnostic, and Treatment Services (EPSDT). It involves both the Pittsburg Unified School District (PUSD) and the Antioch Unified School District (AUSD) – so East County.

There is also intensive home-based services involved, \$570k (assuming both PUSD and AUSD). School engagement program, \$420k split between federal MediCAL match and a match by the AUSD. The location of the services is listed at 5151 Marina Blvd, Second Flr in Pittsburg. Also states the participants home-school and community.

Portions of this contract look to be boiler plate language, what are the services really being provided? Medication management is not on this contract.

There is no match up of what services are going to which programs. And Lincoln has a few less services than the MDUSD and Fred Finch have. Is that due to the medication management? Is the \$4.5mil contact focused on EPSDT? This contract does talk about storing and dispensing medications (Form L-3). Is this just standard contract language?

Bay Area Community Resources #74-321 (West County):

School and community based mental health services for seriously emotionally disturbed (SED) children and youth and their families in West County. Unable to find services provided on this contract. Beyond the rate tables, there is nothing listed. Services to be performed but doesn't list the programs, where they are and the amounts paid to the individual programs.

Ideally it should have standardized language with a matrix of total dollar amounts, individual programs with a brief description of the programs and a match up of the services for each of these places and the dollar amounts for each.

Comments and Questions:

- (Cmsr. May) I am really interested in the MDUSD contract. Sunrise school is a school with no more than 30 students in that school as it is for the most critical, severely mentally ill children (PreK to 5th grade). There are concerns with this contract and the funding they are receiving. Personally, I have had four complaints about that school district within the last five months. People have ended up moving their children (PreK – 12) and are literally suing the school district because the services they were told were being provided for these children were not being provided. Is this something we need to bring to the full commission? I cannot disclose particulars but it is really bad. There is a huge concerns regarding these lawsuits and not providing the services to all students across the district. We are speaking to students with the most several mental illness and needing the service the most. There needs to be more investigation and take this further. (RESPONSE: Cmsr. Dunn) It is perfectly apropos to raise these concerns here. The Quality of Care (QoC) committee will be taking a different look at these contacts. This is the only contractual information other than MHSA that we have received from BHS.
- (Cmsr. Serwin) Just wanted to clarify scope and what each committee and the commission is covering. We have (overall) the commission goal that was voted on at the retreat to look at the gaps, identify gaps in BHS care for K-12 public school children and young adults. QoC is engaging that quality from that standpoint. Initially, what QoC is doing is identifying which schools have services, who provides the services and then taking that to the next level of the perceived quality of those services, which Cmsr. May is speaking to at present. (RESPONSE: Cmsr. Dunn) to respond to you both, taking this up in the QoC meeting is not a problem, but this is something we need to ask first of BHS, but to me, this involves both county BHS and the MDSUD in terms of these questions and concerns that are being raised.
- (Cmsr. Serwin) How is this (in a sense) that we still need to work with Gerold Loenicker regarding where the services are located. He is the most direct source. The lawsuits are obviously off limits, but there are other parent organizations in some school districts are not part of the school district but part of the school community. They are family members with kids in this program. It would be an interesting place to speak to people. Lafayette school district (for example), the town of Lafayette has a program called SEED (Special Education Enrichment Development Foundation). They have regular breakfasts and community events. I have a lot of information just from knowing parents and that organization. Also, the school district staff themselves identify where their areas of difficulty are, as well. In the QoC meeting following this, we were going to brainstorm and discuss strategies for getting out this information.
- (Cmsr. Dunn) These contracts, as Finance Committee, our first microfocus is the funding involved, but secondarily is a macro-look at what services does the contract state is being provided and (to a degree) how they are being provided or not provided). The fact that Cmsr. May brought this up, that is something for you to take into the Quality of Care meeting to take a deeper dive into those concerns Cmsr. May has raised here. (RESPONSE: Cmsr. Serwin) Right, we will

<p>just have to be very coordinated in terms of accessing BHS staff and coordinating our questions.</p> <ul style="list-style-type: none"> • (Jennifer Bruggeman) I am just wondering how I can be helpful here. Is one of the questions that you have with this contract at Lincoln is an organization that has a lot of different contracts with BHS but this particular one is for school-based services, so you are wanting to know how more specifically which schools they're in, is that the question? • (Cmsr. Dunn) That's one question. And to go on with my word doc that I had put together going through these contracts; points I was looking at... <interrupt: Cmsr. Serwin> Cmsr Dunn, could we go through these and ask questions as we go along? I won't be able to track on everything you say about all the contracts and then come back. (Cmsr. Dunn) I'm am just dealing with Mt. Diablo School District first. • (Cmsr. Shires) My concern always is, 'Is this where we want the money going?' Is this a good place? Is it meeting the needs in the way, we as an advisory commission, feel the needs are best met? • (Cmsr. Serwin) I would add under service plan (MDUSD and Fred Finch) offer medication support and the intensive (Cmsr. Dunn) all four of these contracts mention. • All committee members have same complaint and are in agreement that these contracts should be uniform. There should be a bullet list of services provided. It is very convoluted trying to process through the contact, where is it in each contract? Is it in the contract? Is it not in the contract? • (Jennifer Bruggeman) the bulk of the Children/Youth contracts are assigned to one person, Lisa Molina Huntly. If in future you are going to be reviewing these contracts, it would be best to forward me your list of questions and let me get the information gathered for you. Moving forward, with CalAIM, these contracts will be standardized but as they are renewed from here on out. 	
<p>VII. DISCUSS possible topics for future Finance Committee Meetings</p> <p>The next three to four meetings will be concentrating on the basic contracts as they are now for the K-12 children and TAY contracts.</p> <ul style="list-style-type: none"> • (Dawn Morrow) Facilities inventory, we might want to pay attention to that. I don't know what we have in East County but hopefully this will flush that out. Tim Ewell discussing that. 	
<p>VIII. Adjourned meeting at 3:00 pm</p>	

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

Place Seal Above


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

APPROVALS

RECOMMENDED BY DEPARTMENT

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

FORM APPROVED COUNTY COUNSEL

By:  Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by:
Enid Mendez
463480A309C94F4... 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.

Initials: DS
ACE DS
UMH
Contractor County Dept.

Contra Costa County
Standard Form P-2
Revised 2014

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.

Initials: DS
ACE DS
UMH
Contractor County Dept.

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
Program Payment Limit (PPL)		\$1,796,399	\$1,532,399	\$636,267	\$484,399	\$730,399	\$388,399	\$636,399
Contract Payment Limit (CPL) *	\$6,204,660							

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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SERVICE PLAN

Number 74-371-14

- 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).

Initials:

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Contractor	County Dept.

SERVICE PLAN

Number 74-371-14

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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Contractor	County Dept.

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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 Contractor County Dept.

SERVICE PLAN

Number 74-371-14

- 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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SERVICE PLAN

- 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

Initials: ACE UMH
 Contractor County Dept.

SERVICE PLAN

Number 74-371-14

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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Contractor	County Dept.

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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Contra Costa County
Standard Form L-4
Revised 2014

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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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.


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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Contra Costa County
Standard Form L-5
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GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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County Dept.


Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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.

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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]

document1

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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 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 Tanano</i> FF833B9D4EC34B7...</p> <p>By _____ Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
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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 & 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

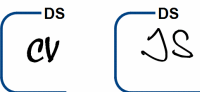
DocuSigned by:
Suzanne Tarano
FF833B9D4EC34B7...
By: _____
Designee

FORM APPROVED COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
Enid Mendez
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

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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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SERVICE PLAN

Number 24-928-34



- 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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 Contractor County Dept.

SERVICE PLAN

Number 24-928-34

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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SERVICE PLAN

Number 24-928-34

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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County Dept.

SERVICE PLAN

Number 24-928-34

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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 Contractor County Dept.

SERVICE PLAN

Number 24-928-34

- 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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
Number 24-928-34

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.

Initials:  
 Contractor County Dept.

SERVICE PLAN

Number 24-928-34

- 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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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.”

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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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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.



Contractor





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Standard Form L-5
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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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Standard Form L-5
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GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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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Standard Form L-5
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GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

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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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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 24-925-38
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 14th 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

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 & 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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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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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.
- 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.

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, 2nd 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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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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SERVICE PLAN

Number 24-925-38

- 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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Contractor	County Dept.

SERVICE PLAN

Number 24-925-38

- 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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 Contractor County Dept.

SERVICE PLAN

Number 24-925-38

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 #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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Contra Costa County
Standard Form L-4
Revised 2014

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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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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Contractor	County Dept.

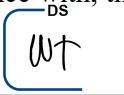
Contra Costa County
Standard Form L-5
Revised 2016

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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

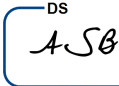

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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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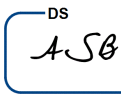
HIPAA BUSINESS ASSOCIATE ADDENDUM

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”).

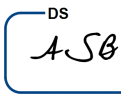

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed 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

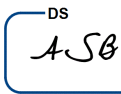

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

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.

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.

Initials:

ASB

Contractor

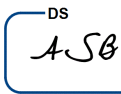

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County Dept.

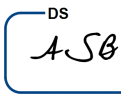

- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine 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.

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.

Initials:  
 Contractor County Dept.


- 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 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 _____ <small>FF833B9D4EC34B7...</small> Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ <small>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</small> Deputy</p>
---	---

CONTRACTOR

<p>Name of business entity</p> <p>_____ Bay Area Community Resources, Inc. _____</p> <p>DocuSigned by:  By _____ <small>9851387DG7G14EF...</small> (Signature of individual or officer)</p> <p>Lissa Franklin President, Board of Directors _____ (Print name and title A, if applicable)</p>	<p>Name of business entity</p> <p>_____ Bay Area Community Resources, Inc. _____</p> <p>DocuSigned by:  By _____ <small>F8EAF6706FAF483...</small> (Signature of individual or officer)</p> <p>Donald Blasky 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: DocuSigned by: Suzanne Tarano
FF833B9D4EC34B7... Designee

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by: Enid Mendez
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.

Initials: DS
LF DS
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

Initials: LF UMH
 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.

Initials:

<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).

Initials:

DS LF		DS UMH
Contractor		County Dept.

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.

Initials: DS
LF DS
UMH

Contractor County Dept.

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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SERVICE PLAN

- 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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Contra Costa County
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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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Contra Costa County
Standard Form L-5
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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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Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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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