



CONTRA COSTA  
MENTAL HEALTH  
COMMISSION

1340 Arnold Drive, Suite 200  
Martinez, CA 94553

Ph (925) 313-9553

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[cchealth.org/mentalhealth/mhc](http://cchealth.org/mentalhealth/mhc)

**Mental Health Commission  
Quality of Care Committee Meeting  
Thursday, September 15<sup>th</sup>, 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 August 18<sup>th</sup>, 2022, Quality of Care meeting**
- VI. UPDATE on the Department of Health Care Services (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5: Crisis Continuum, August 4<sup>th</sup>, 2022, Listening Session, Commissioner Douglas Dunn**
- VII. REVIEW MHC Finance Committee discussion of K-12 school district contracts with Behavioral Health Services (see attached contracts and Finance Committee June meeting minutes), Commissioner Douglas Dunn**
  - A. Seneca Outpatient Contract**
  - B. Seneca Therapeutic Behavioral Services (TBS) Contract**
- VIII. REVIEW high-level summary of BHS contracts reviewed to date by MHC Finance Committee, Jennifer Bruggeman, Program Manager, Mental Health Services Act (MHSA)**

**(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, September 15<sup>th</sup>, 2022 ◊ 3:30 pm - 5:30 pm

- IX. REPORT on the Behavioral Health Continuum Infrastructure Program (BHCIP) Steering Committee September 2, 2022 meeting, Commissioner Laura Griffin**
- X. REVIEW/DISCUSS Hope House Site Visit Report; Commissioners Joe Metro and Barbara Serwin**
- XI. CONFIRM K-12 Project Committee volunteers**
- XII. DISCUSS goals and high-level strategy for the K-12 project; Commissioners Laura Griffin and Barbara Serwin**
- XIII. Adjourn**

### **ATTACHMENTS:**

- A. BHCIP Round 5 Listening Sessions Slides DHCS Final**
- B. BHCIP Round 5 Listening Session Themes Report Final**
- C. County Behavioral Health education contracts:
  - 1) Seneca Outpatient Contract**
  - 2) Seneca Therapeutic Behavioral Services (TBS) Contract****
- D. MHC Finance Contract Summary (6/16/22)**
- E. MHC Finance Meeting Minutes (6/16/22)**
- F. Hope House Site Visit Report**



# Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5: Crisis Continuum

Hosted by:

*Holly Clifton, Section Chief*

Behavioral Health Expansion Branch

*Community Services Division, Department of Health Care Services*

*Patrick Gauthier, Director, Healthcare Solutions*

Advocates for Human Potential

# Webinar Policies

## PARTICIPATION

We welcome your participation through the methods outlined in the housekeeping introduction. Please note that disruptive behavior is not aligned with the purpose of this session and will not be tolerated. Any individuals disrupting the meeting may be removed without warning. In the event of a security incident, this session will end immediately and will not resume. If this occurs, a separate email will be sent to all participants with further instructions.

## CHAT

Participant comments in the chat box do not reflect the views or policies of the presenters, the California Department of Health Care Services (DHCS) or their affiliates or contractors. By using this chat box, you agree to keep your comments relevant to the topic of today's event. While a variety of diverse perspectives and opinions is welcome, disruptive comments are not aligned with the purpose of this meeting, and users creating disruption may be removed without warning.

# Listening Session Format

» **For each topic, DHCS will:**

1. Present the information specified in the Behavioral Health Continuum Infrastructure (BHCIP) program
2. Provide a prompt related to the policy decisions for Round 5: Crisis Continuum
3. Solicit stakeholder verbal or written feedback via chat on the prompt

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

# How to Provide Feedback

1. Type your feedback/comments in the chat box (click the chat icon located on your control panel).
2. Send an email to [BHCIP@dhcs.ca.gov](mailto:BHCIP@dhcs.ca.gov) with the subject line “Round 5 Listening Session.” Feedback will be accepted through August 17, 2022.

**Holly Clifton, Section Chief  
Behavioral Health Expansion Branch  
Community Services Division  
Department of Health Care Services**

A decorative graphic consisting of several overlapping, wavy, horizontal bands in various shades of purple and magenta, spanning the width of the slide below the text.

# Assessing the Continuum of Behavioral Health Services in California

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



# Data from Needs Assessment

- » 67% of counties report insufficient crisis stabilization unit (CSU) bed capacity
- » Less than 17% of counties report operating a peer respite center or service
- » 53% of counties report lack crisis residential treatment facilities
- » 78% of counties lack sobering centers

# BHCIP Guiding Principles and Priorities

Invest in behavioral health and community care options that advance racial equity

Seek geographic equity of behavioral health and community care options

Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth

Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization

# BHCIP Guiding Principles and Priorities

Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement

Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy

Leverage county and Medi-Cal investments to support ongoing sustainability

Leverage the historic state investments in housing and homelessness

# BHCIP Overview

- » Passed in FY 2021-22 State budget
- » \$2.2B total
- » Amends [Welfare and Institutions Code](#)
- » Provides competitive grants for counties, cities, tribal entities, non-profit and for-profit entities to build new or expand existing capacity in the continuum of public and private BH facilities
- » Funding will be **only** for new or expanding infrastructure (brick and mortar) projects; not for renovations or facility relocations.

# BHCIP Overview

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

# BHCIP Rounds 1 through 4

Round 1: Crisis Care Mobile Units (CCMU)

Round 2: County and Tribal Planning Grants

Round 3: Launch Ready

Round 4: Children and Youth

# Round 5: Crisis Continuum

- » This round authorizes \$480 million in funding opportunities through competitive grants to qualified entities to construct, acquire, and rehabilitate crisis and subacute facilities for capacity expansion
- » Mental health and substance use disorder (SUD) treatment
- » Eligible facilities are for expanding the crisis continuum

# Feedback

1. What would you like DHCS to consider as we roll out the BHCIP Round 5: Crisis Continuum?
2. What should DHCS consider when building out the request for application?
3. What are some ideas to facilitate regional approaches or collaborative partnerships?



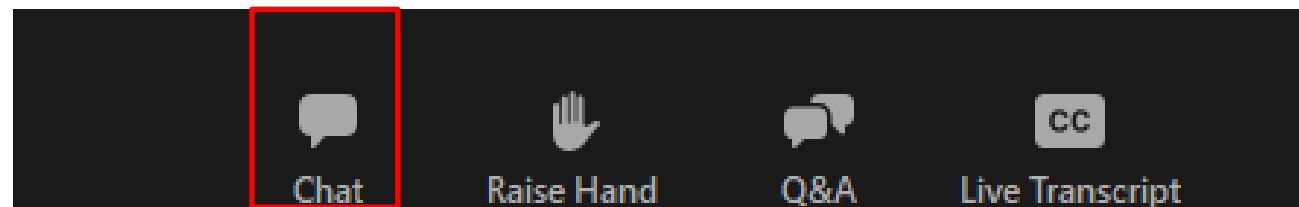


# Round 5: Crisis Continuum Potential Eligible Facilities

- ❖ Acute Psychiatric Hospital
- ❖ Adolescent Residential Facilities with a Level 3.5 Designation for withdrawal management designation
- ❖ Adult Residential SUD Treatment Facilities only with/for IMS and DHCS/ASAM Level 3.5 Designation or only for DHCS Level 3.2 withdrawal management designation
- ❖ Children's Crisis Residential Programs (CCRPs)
- ❖ Community Residential Treatment Systems (CRTS)/Social Rehabilitation Program with the category of Short-Term Crisis Residential only
- ❖ Crisis Stabilization Unit (CSUs)
- ❖ Mental Health Rehabilitation Centers (MHRCs) only for LPS designation
- ❖ Peer Crisis Respite
- ❖ Psychiatric Health Facilities (PHFs)
- ❖ Sobering Centers (funded under the DMC-ODS and/or Community Supports)

# Feedback

1. Are there other behavioral health facility types that provide crisis services not listed here that DHCS should consider?
2. Are there facilities on this list that should not be considered as providing crisis services?



# Match

Tribal entities = 5%

Counties, cities, and nonprofit providers = 10%

For-profit providers and private organizations = 25%

Note: Services will not be used as a match.

# Feedback

1. DHCS is considering using the same match requirements for Round 5 as prior rounds. What is your feedback on the proposed match for Round 5: Crisis Continuum?



# Grant Funding and Set- Asides

## **As set forth in BHCIP Rounds 3 and 4:**

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

# Feedback

1. What is your feedback on the proposed funding methods for Round 5: Crisis Continuum?



# Technical Assistance

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

# Feedback

1. What are the TA needs for applicants in administering Round 5: Crisis Continuum funds?





# For More Information

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

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

**Behavioral Health Continuum Infrastructure Program Round 5: Crisis Continuum, August 4, 2022  
Listening Session; Unique Viewers: 341, Total Users: 409**

**Identified Themes**

<b>Prompt 1</b>	<b>What would you like DHCS to consider as we roll out the BHCIP Round 5: Crisis Continuum?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"><li>• Transparent funding criteria</li><li>• Use local county planning projects to determine this round of funding—not limited only to crisis programs—may not be responsive to local identified needs</li><li>• Publish the scoring rubric for proposals</li><li>• Priority to organizations that were not funded in prior rounds</li><li>• Small organizational challenges: letters of support provided after conditional award, not limited to only brick-and-mortar projects</li></ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"><li>• Require culturally relevant projects</li><li>• Prioritize grassroots organizations</li><li>• Need to match funding sources to eligible facilities/programs to sustain services</li></ul>

<b>Prompt 2</b>	<b>What should DHCS consider when building out the request for application?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"> <li>• Longer application preparation window</li> <li>• Prioritize step-down services/programs from crisis services</li> <li>• Project readiness and allow pre-development</li> <li>• More specific directions and flexibility in meeting “site control” eligibility</li> <li>• Longer development timelines—processes take more time, e.g., supply chain, real estate, permits</li> <li>• Clarification of priorities—acquire vs. rehab; rural vs. urban; funding floor and ceiling</li> <li>• Workforce development needs—funds and other support</li> <li>• Include facility equipment and furnishings</li> <li>• Facility types: inpatient psychiatric, SUD continuum, withdrawal management, MHRC, more flexibility for hospital-based/linked services in rural areas, longer treatment services, peer respite, youth/family respite, correctional facilities, wellness centers</li> </ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"> <li>• MAT services</li> <li>• Crisis prevention and alternative programs</li> <li>• Minimize GPRA requirements</li> <li>• Including housing—i.e., shelter services</li> <li>• Use the same forms as prior rounds</li> </ul>

<b>Prompt 3</b>	<b>What are some ideas to facilitate regional approaches or collaborative partnerships?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"> <li>• Decrease match requirement for regional projects</li> <li>• Reward regional and rural projects with higher point scores</li> <li>• Require regional partners to demonstrate commitment and experience with partners</li> <li>• Lead regional discussion opportunities and webinars on partnership development</li> </ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"> <li>• Support funding for telehealth, especially for rural projects</li> <li>• Combine efforts with local MHSA plans and MHSA Oversight and Accountability Commission</li> <li>• Share effective regional approaches and encourage replication of successful models</li> </ul>

<b>Prompt 4</b>	<b>Are there other behavioral health facility types that provide crisis services not listed here that DHCS should consider?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"> <li>• Mental health urgent care clinics—walk-in services</li> <li>• Crisis call centers</li> <li>• Receiving centers</li> <li>• Proposed levels are too restrictive</li> <li>• Respite: peer, youth/family, medical</li> <li>• Broader access to outpatient levels and CCMUs</li> <li>• Shelter housing</li> <li>• MHRCs</li> </ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"> <li>• Urban tribal consortiums</li> <li>• No Wrong Door approach—let applicants propose plans that justify services</li> <li>• STRTPs</li> <li>• ASAM level 3.3</li> <li>• AllCove Centers</li> <li>• Emergency Psychiatric Assessment, Treatment, and Healing Units (EmPATH)</li> <li>• Older adult programs</li> </ul>

<b>Prompt 5</b>	<b>Are there facilities on this list that should not be considered as providing crisis services?</b>
<b>Participant Responses</b>	<b><u>Most Common Themes:</u></b> <ul style="list-style-type: none"><li>• Correctional facilities</li><li>• All for-profit organizations</li></ul> <b><u>Other Responses:</u></b> <ul style="list-style-type: none"><li>• Housing</li></ul>

<b>Prompt 6</b>	<b>DHCS is considering using the same match requirements for Round 5 as prior rounds. What is your feedback on the proposed match for Round 5: Crisis Continuum?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"> <li>• Include in-kind matches—i.e., staff time from project development team, architects, etc.</li> <li>• Allow behavioral health subaccounts as match</li> <li>• Reduce nonprofit match to 5%</li> </ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"> <li>• Match based on sliding scale</li> <li>• Match based on lowest qualifying entity type in a consortium</li> </ul>

<b>Prompt 7</b>	<b>What is your feedback on the proposed funding methods for Round 5: Crisis Continuum?</b>
<b>Participant Responses</b>	<b>Most Common Themes:</b> <ul style="list-style-type: none"><li>• Unfunded organizations from prior rounds should be prioritized</li><li>• 20% for state regions perhaps too high, 15% may be better</li></ul> <b>Other Responses:</b> <ul style="list-style-type: none"><li>• More set-asides for tribal entities</li></ul>



<b>Prompt 8</b>	<b>What are the TA needs for applicants in administering Round 5: Crisis Continuum funds?</b>
<b>Participant Responses</b>	<p><b><u>Most Common Themes:</u></b></p> <ul style="list-style-type: none"><li>• Planning for pre-development projects for smaller organizations</li><li>• Examples of sustainable budget development</li><li>• Real estate, schematic plans</li><li>• Zoning and NIMBY issues</li><li>• Partnership development for nontraditional and regional efforts</li></ul> <p><b><u>Other Responses:</u></b></p> <ul style="list-style-type: none"><li>• Proposal reviews</li></ul>

Contra Costa County  
Standard Form L-1  
Revised 2014

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

Number 74-577-3  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: Specialty mental health services and mobile crisis response for Seriously Emotionally Disturbed children

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: **SENECA FAMILY OF AGENCIES**  
Capacity: Non-Profit Corporation  
Address: 8945 Golf Links Road, Oakland, California 94605

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 **\$3,324,851.**

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 74-577-3

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 Tanaro</i> FF-833B9D4EC34B7...</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>Seneca Family of Agencies</p> <p>DocuSigned by: <i>Leticia Galyean</i> AB03154D78B3438...</p> <p>By _____ (Signature of individual or officer)</p> <p>Leticia Galyean                      President and CEO</p> <p>_____ (Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p>Seneca Family of Agencies</p> <p>DocuSigned by: <i>Janet Briggs</i> 157F22318653460...</p> <p>By _____ (Signature of individual or officer)</p> <p>Janet Briggs                              CFO</p> <p>_____ (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 L-2  
Revised 2014.2

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

Number 74-577-3

**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 §11189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

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

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

APPROVED: COUNTY ADMINISTRATOR

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



Contra Costa County  
Standard Form P-2  
Revised 2014

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

Number 74-577-3

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. Monthly payments in an amount equal to Contractor's net allowable contract costs which have actually been incurred and/or paid by Contractor each month (i.e., reimbursement in arrears for actual expenditures), computed in accordance with and subject to the attached Budget of Estimated Program Expenditures which is incorporated herein by reference. For allowable contract costs which are actually incurred in a given month, but for which invoices are not on hand, Contractor shall include estimates of such costs in its County Demand Form D-15 for said month, and Contractor shall increase or decrease each subsequent month's Demand to adjust for any resulting over- or under-payments, subject to the Contract Payment Limit. Contractor shall provide County all invoices for all previously estimated costs on the next submitted demand after receiving said invoices, and shall specify the increase or decrease on that demand.
  
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.

Initials: DS  
LG      DS  
WT  
 Contractor                      County Dept.

Contra Costa County  
Standard Form P-2  
Revised 2014

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

Number 74-577-3

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.

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

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## Seneca Family of Agencies

Number 74-577-3**BUDGET OF ESTIMATED PROGRAM EXPENDITURES**

Fiscal Year 2021 – 2022

**A. GROSS OPERATIONAL BUDGET****1. Cost Reimbursement Categories**

a. Personnel Salaries and Benefits	\$2,697,333
b. Operational Costs (Direct)	219,203
c. Indirect Costs	<u>408,315</u>

**2. Total Gross Allowable Program Costs** **\$3,324,851**

**B. LESS PROJECTED NON-COUNTY PROGRAM REVENUES**

(To be collected and provided by Contractor) 0

**C. TOTAL CONTRACT PAYMENT LIMIT :** **\$3,324,851**

**D. CHANGES IN COST CATEGORY AMOUNTS**

Subject to the Total Payment Limit, and subject to State guidelines, each cost category Subtotal Amount set forth above:

1. May vary within each program by up to 15% without approval by County; *and*
2. May be changed in excess of 15% in any fiscal year period provided, however, that Contractor has obtained written authorization prior to April 30th that fiscal year period under this Contract from the Department's Behavioral Health Services Director, or designee, before implementing any such budget changes.

**E. PROGRAM BUDGET CHANGES**

Subject to the Contract Payment Limit and subject to State guidelines, Contractor may make changes in the total amounts set forth above for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue, provided, however, that Contractor has obtained written authorization prior to April 30th of each fiscal year period under this Contract, from the Department's Behavioral Health Services Division Director, or designee, in accordance with Paragraph G, below, before implementing any such budget changes.

**F. CONTRACTOR BUDGET**

Contractor will submit to County, for informational purposes upon request, its total Corporation budget including: all program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center and listing numbers of staff positions by job classification.

**G. BUDGET REPORT**

No later than April 30<sup>th</sup> of each fiscal year period under this Contract, Contractor shall deliver a written Budget Report to the Department's Behavioral Health Services Director, or designee, stating whether or not the budgeted amounts set forth in this Budget of Estimated Program Expenditures for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue for the respective fiscal year period hereunder accurately reflect the actual cost for the Service Program. If any of these program budget amounts needs to be changed, Contractor shall include in its Budget Report a complete copy of the revised Budget of Estimated Program Expenditures, an explanation of the program budget and revenue changes, and a request for prior written authorization to implement the changes in accordance with Paragraph E, above, subject to Payment Provisions, Paragraph 7 (Cost Report and Settlement).

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SERVICE PLAN

Number 74-577-3

- 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 office is located at 3200 Clayton Road, Concord, CA 94519 and a majority of the services provided will occur within the community at large and will be 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. Mobile crisis response
- b. Community-based services
- c. Mental Health Services including:
  - i. Individual
  - ii. Collateral
  - iii. Assessment
  - iv. Evaluation
  - v. Plan Development
  - vi. Rehab Support
  - vii. Group
  - viii. Group Rehab
- d. Crisis Intervention
- e. 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

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SERVICE PLAN

Number 74-577-3

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 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.

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SERVICE PLAN

Number 74-577-3

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 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.

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SERVICE PLAN

Number 74-577-3

- 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:

- 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.

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SERVICE PLAN

Number 74-577-3

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

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Number 74-577-3

- 12) Ownership and Disposition of Property and Equipment.** Equipment and capital expenditure items with a purchase price of \$ 500 or more and a useful life of at least one (1) year shall be defined as nonexpendable property. Items with a purchase price of less than \$ 500 or a useful life of less than one year shall be defined as expendable property. Subject to these definitions, the acquisition and utilization of expendable property and nonexpendable property shall be determined in accordance with the principles and statements set forth in the federal Office for Management and Budget (OMB) Circular No. A-110, and any amendments thereto (references contained therein to the federal government, federal agencies or “grantor” shall be construed to mean “County” and references to “grantee” or “recipient” shall be construed to mean “Contractor”). Upon termination of this Contract, or as otherwise may be prescribed by County, Contractor shall account for and transfer to County all remaining expendable property and nonexpendable property, including supplies and equipment, loaned by County for use by Contractor or acquired with Contract funds. Contractor shall exclude items which are fully depreciated or which are purchased with outside, non-County funds. County shall retain full ownership of all such transferred property.
- 13) Protection of Property and Equipment.** Throughout the term of this Contract, and any modification or extension thereof, Contractor will:
- Cooperate with County in tagging and appropriately identifying all program property and equipment loaned by County for use by Contractor or acquired with Contract funds;
  - Establish a property management control system to ensure adequate safeguards to prevent loss, theft, or damage to property, and maintain all equipment in good working repair at all times;
  - Investigate, fully document, and immediately report to appropriate police agencies and/or County any loss, theft, or damage to property and equipment. Contractor will repair or replace all such items within sixty (60) days with items of comparable quality and value; *and*
  - Maintain accurate records of all equipment and other such property loaned by County for use by Contractor or acquired with Contract funds, including property description, identification numbers, acquisition date and cost, source, location, use, condition and disposition.
- 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 #74-577-2 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 #74-577-3 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 #74-577-3.

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SERVICE PLAN

Number 74-577-3

**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 \$1,662,425 (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;
- e. In addition to the cost report specified in Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, as amended by the Special Conditions, Paragraph 2., Contractor shall also submit to County, no later than sixty (60) days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six (6)-month extension. County and Contractor shall follow the cost report and settlement procedures specified in above-referenced Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, subject to the Extension Period Payment Limit specified above.

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SPECIAL CONDITIONS

Number 74-577-3

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of 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.”

2. **Cost Report.** Paragraph 7. (Cost Report and Settlement), of the Payment Provisions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

“7. **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 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.

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SPECIAL CONDITIONS

Number 74-577-3

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."

3. **Audit Requirements.** Paragraph 8. (Audits), of the Payment Provisions is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:

"8. **Audits.** The records of Contractor may be audited by the County, State, or United States government. Contractor shall submit an accurate and complete audit(s) to County within one hundred eighty (180) days following the Termination Date of this Contract, in the form and manner required by County, as set forth herein.

In the event Contractor fails to submit such an audit, 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 paragraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee.

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), as amended, then Contractor shall pay County within thirty (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), as amended, 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. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit."

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Contractor	County Dept.



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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Contra Costa County  
Standard Form L-5  
Revised 2016

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

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

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

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


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

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

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

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

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

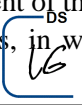
  
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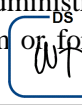
  
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- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and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

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

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

27. **Required Audit.**

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

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

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**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 74-577-3 (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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Contractor	County Dept.

- 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 74-058-34  
Fund/Org # As Coded  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health  
Subject: Specialty mental health services and Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) children 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: **SENECA FAMILY OF AGENCIES**  
Capacity: Non-Profit Corporation  
Legal Address: 2275 Arlington Drive, San Leandro, California 94578  
Mailing Address: 8945 Golf Links Road, Oakland, California 94605

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 \$6,709,094.

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 74-058-34

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: By <u>Suzanne Tanano, Ph.D.</u> FF833B9D4EC34B7...</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u></p> <p>Deputy</p>
---	--

CONTRACTOR

<p>Signature A</p> <p>Name of business entity</p> <p><u>Seneca Family of Agencies</u></p> <p>DocuSigned by: By <u>Leticia Galyean</u> AB03154D78B3438...</p> <p>(Signature of individual or officer)</p> <p>Leticia Galyean</p> <p>President and CEO</p> <p>(Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p><u>Seneca Family of Agencies</u></p> <p>DocuSigned by: By <u>Janet Briggs</u> 137F22318633460...</p> <p>(Signature of individual or officer)</p> <p>Janet Briggs</p> <p>CFO</p> <p>(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

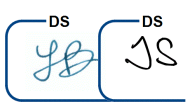
DocuSigned by:  
By: Suzanne Tavano, Ph.D.  
FF833B9D4EC34B7...  
Designee

FORM APPROVED COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:  
By: [Signature]  
463480A309C94E4...  
Designee



Contra Costa County  
Standard Form P-1  
Revised 2014

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

Number 74-058-34

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 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 each program's Payment Limit, as set forth below;

(A) Catalyst Program shall provide billable Medi-Cal services in an amount not to exceed \$1,153,852. Of this amount, up to \$576,926 will be reimbursed by Federal Medi-Cal and up to \$576,926 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(B) Caliber Program shall provide billable Medi-Cal services in an amount not to exceed \$587,309. Of this amount, up to \$293,654.50 will be reimbursed by Federal Medi-Cal and up to \$293,654.50 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(C) Olivera Brentwood shall provide services in an amount not to exceed \$924,534. Up to \$462,267 will be reimbursed by Federal Medi-Cal and up to \$462,267 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(D) Therapeutic Behavioral Services (TBS) Program shall provide billable Medi-Cal services in an amount not to exceed \$946,494. Of this amount, up to \$473,247 will be reimbursed by Federal Medi-Cal and up to \$473,247 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(E) Therapeutic Outpatient Program (TOP) shall provide billable Medi-Cal services in an amount not to exceed \$1,129,911. Of this amount, up to \$564,955.50 will be reimbursed by Federal Medi-Cal and up to \$564,955.50 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(F) Wraparound Services Program shall provide billable Medi-Cal services in an amount not to exceed \$842,644. Of this amount, up to \$421,322 will be reimbursed by Federal Medi-Cal, up to \$421,322 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(G) Martinez Unified School District Program shall provide billable Medi-Cal services in an amount not to exceed \$184,330. Of this amount, up to \$92,165 will be reimbursed by Federal

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Contra Costa County  
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**PAYMENT PROVISIONS**  
(Fee Basis Contracts – Long Form)

Number 74-058-34

Medi-Cal; and up to \$92,165 will be provided in Medi-Cal matching funds by the Martinez Unified School District.

(H) Verde School-Based Program shall provide billable Medi-Cal services in an amount not to exceed \$348,831. Of this amount, up to \$174,415.50 will be reimbursed by Federal Medi-Cal and up to \$174,415.50 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(I) Ford School-Based Program shall provide billable Medi-Cal services in an amount not to exceed \$101,525. Of this amount, up to \$40,762.50 will be reimbursed by Federal Medi-Cal, up to \$40,762.50 will be provided in Medi-Cal matching funds by Mental Health Realignment and up to \$20,000 will be provided for Non-Medi-Cal services by the West Contra Costa Unified School District.

(J) Grant Elementary School-Based Program shall provide services in an amount not to exceed \$132,164. Of this amount, \$66,082 will be reimbursed by Federal Medi-Cal and up to \$66,082 will be provided in Medi-Cal matching funds by Mental Health Realignment.

(K) Probation Wrap shall provide services in an amount no to exceed \$357,500. Of this amount \$178,750 will be reimbursed by Federal Medi-Cal and up to \$178,750 will be reimbursed by the Probation Department.

(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 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.

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Standard Form P-1  
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**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long Form)

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5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.



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Contractor County Dept.

## RATE SCHEDULE

1. **Rate Table:**

Service Function	Time Base/ Units of Services	County Maximum Allowance (CMA) from 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
Case Management, Brokage	Staff Minute	\$3.06	\$2.45
Crisis Intervention	Staff Minute	\$5.90	\$4.72
Medication Support	Staff Minute	\$7.30	\$5.84
Therapeutic Behavioral Services (TBS)	Staff Minute	\$3.98	\$3.18

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.

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Contractor County Dept.



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.

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SERVICE PLAN

Number 74-058-34

- 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 facilities located in East, Central and West Contra Costa Counties in California, 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. Family
  - iii. Collateral
  - iv. Assessment
  - v. Evaluation
  - vi. Plan Development
  - vii. Rehab Support
  - viii. Group
  - ix. Group Rehab
- b. Case Management services including:
  - i. Brokerage
  - ii. Linkage
  - iii. Intensive Care Coordination
- c. Crisis Intervention Services
- d. Medication Support Services
- e. Therapeutic Behavioral Services (TBS)

- 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

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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 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.

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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 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.

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- 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:

- 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.

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

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**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.

**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.

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SERVICE PLAN

**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 #74-058-32 (as amended by Amendment Agreement #74-058-33) 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 #74-058-34 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 #74-058-34.

**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 \$3,354,547 (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 74-058-34

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of subparagraphs e. and f. below, to read as follows:
  - “e. **Professional Liability.** Throughout the term of this Contract, Contractor shall maintain all necessary insurance for services to be provided by Contractor hereunder, including but not limited to professional malpractice liability coverage. Malpractice liability insurance shall be in an amount no less than **\$1,000,000** per claim/**\$3,000,000** annual aggregate and shall be from a reputable insurance company acceptable to the County. Contractor shall provide the County with a valid certificate of insurance evidencing the coverage required by this clause and shall promptly advise County of any and all claims paid by the insurer(s) under said insurance.
  - 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  
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**GENERAL CONDITIONS**  
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5. **Termination and Cancellation.**

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

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


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

8. **Modifications and Amendments.**

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

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

  
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**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.

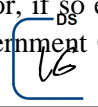
**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

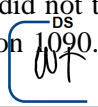
**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the 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

  
 Contractor

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

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

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

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

27. **Required Audit.**

- 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.



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

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**HIPAA BUSINESS ASSOCIATE ADDENDUM**

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-058-34 (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@hsd.cccounty.us

- (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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 Contractor County Dept.



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

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

7. **Miscellaneous Provisions.**

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

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

document1

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 Contractor County Dept.

## Contract Summaries for 6/16/22 MHC Finance Committee Meeting

Number	Name / Program(s)	Target Pop / Number Served	Location	Funding	Services	Amount
24-308	<b>Early Childhood Mental Health:</b>  <b>Wraparound and Out-Patient</b>	Children ages 0-6, including parents/caregivers  Up to 60 clients/yr	West County; Services provided at agency site or in-home, school	EPSDT FFP	Wraparound Services – team approach supporting family system, teaches advocacy; Family Partner support	\$3.6M
74-322	<b>Youth Homes:</b>  <b>Residential Programs</b>	Various Programs included in contract. Youth under 18 yo with Serious Emotional Disturbance or risk of home or school removal; foster youth with Specialty Mental Health Needs (Katie A); Transition Age Youth (TAY) aging out of foster care  TBS: 25-40 Residential: 24 Foster Youth Prog: up to 80	Programs in Concord, Pleasant Hill, Lafayette, San Ramon	FFP Realignment	Case Management; Med Support; Crisis Int.; TBS (therapeutic behavioral services) and other Out-Patient care	\$4.4M
74-577	<b>Seneca:</b>  <b>Mobile Crisis Response</b>	Youth – primarily those who are high utilizers of crisis services	Countywide	FFP MHSA	Goals include reducing need for crisis services and out of home placement; help maintain and stabilize in the community; successfully link to appropriate resources	\$3.3M

74-058	<b>Seneca:</b>  <b>Out-Patient</b> <b>School-Based</b> <b>TBS</b> <b>WRAP</b>	<p>Multiple programs under this contract. Serving TK-12<sup>th</sup> graders in need of specialty mental health services; students with IEP, difficulty maintaining placement in home or school, or in need of non-public school placement</p> <p>Numbers served vary depending on the program</p>	<p>School sites include:  Grant Elementary, Ford Elem., Verde Elem. (WCCUSD), Martinez USD, Olivera Brentwood, Caliber Program, Catalyst Program (WCCUSD)</p>	<p>FFP  Realignment  WCCUSD  MUSD  Probation</p>	<p>School-based sites; TBS, TOP (therapeutic outpatient program); Wraparound Services; Therapy; Case Mgmt; Crisis Int. Services; Med Support; TBS</p>	\$6.7M
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**MENTAL HEALTH COMMISSION  
FINANCE COMMITTEE MEETING MINUTES  
June 16<sup>th</sup>, 2022 - FINAL**

Agenda Item / Discussion	Action /Follow-Up
<p><b>I. Call to Order / Introductions</b> Chair, Cmsr. Douglas Dunn, District III called the meeting to order at 1:35 pm.</p> <p><u>Members Present:</u> Chair, Cmsr. Douglas Dunn, District III Cmsr. Barbara Serwin, District II</p> <p><u>Members Absent:</u> Cmsr. Leslie May, District V Cmsr. Rhiannon Shires, District II</p> <p><u>Other Attendees:</u> Cmsr. Gerthy Loveday Cohen, District IV Angela Beck Jennifer Bruggeman Kerie Dietz-Roberts, District IV Kelly Garcia, SPIRIT Intern Gerold Loenicker, CCBHS Child and Adolescent Programs Chief Jen Quallick (Supv. Candace Andersen's ofc)</p>	<p>Meeting was held via Zoom platform</p>
<p><b>II. PUBLIC COMMENTS: None.</b></p>	
<p><b>III. COMMISSIONERS COMMENTS:</b></p> <ul style="list-style-type: none"> <li>(Cmsr. Cohen) The presentation was very good, especially since I work in one of the school district and I know the services available. It was enlightening.</li> </ul>	
<p><b>IV. COMMITTEE CHAIR COMMENTS:</b></p> <ul style="list-style-type: none"> <li>(Cmsr. Dunn) I have been made aware of several situations (spanning different districts) ever since Mr. Vic Montoya retired from overseeing (administratively) 4C/4D Psych Emergency Services (PES), PES has basically 'gone to hell in a handbasket'. They are just surficially evaluating patients and if they present the least likely well in the moment, they are letting them go, putting them back out in the community and I know this directly violates the intent of AB-1194 signed by Governor Brown before he left office in 2015 and became effective January 1, 2016. It specifically states that a modified 5150 law (Section 0.5) requires law enforcement or evaluating clinical personnel, when they evaluate the individual, they have to consider the documented mental health history. With my involvement with NAMI, I emphasize the importance of typed, concise but well written family documentation for their loved one with mental health challenges. Apparently PES personnel are just disregarding this in total and this is something this Commission is going to have to pay attention to moving forward.</li> </ul>	

<p><b>V. APPROVE minutes from April 21<sup>st</sup>, 2022, meeting:</b></p> <ul style="list-style-type: none"> <li>• Cmsr. Douglas Dunn moved to approve the minutes as written.</li> <li>• Seconded by Cmsr. Barbara Serwin</li> </ul> <p><b>Vote:</b> 2-0-0  <b>Ayes:</b> D. Dunn, B. Serwin  Abstain: none</p>	<p><b>Agendas/minutes can be found at:</b>  <a href="http://cchealth.org/mentalhealth/mhc/agendas-minutes.php">http://cchealth.org/mentalhealth/mhc/agendas-minutes.php</a></p>
<p><b>VI. REVIEW Behavioral Health Services (BHS) contracts below and ask questions to Program Managers (if available):</b></p> <p><b>A. Seneca Outpatient Contract</b>  <b>B. Seneca Therapeutic Behavioral Services (TBS) Contract</b>  <b>C. Early Childhood Mental Health Program (Gerold Loenicker, LMFT, CCBHS Child and Adolescent Services Program Chief)</b>  <b>D. Youth Homes Contract (Gerold Loenicker, LMFT, CCBHS Child and Adolescent Services Program Chief)</b></p> <p>I want to start off by saying that I am really proud of our contract provides and what they are doing for our system of care. They are all a really important part of our system of care. Roughly 60% of services are contracted out, not more and are really important to our system of care.</p> <p>The mobile response team (MRT) is a program that performs mobile crisis intervention in the community. If a young person experiences a mental health crisis, we try to avoid referral to psychiatric emergency services (PES) by providing home-based/field-based crisis intervention. That is what MRT does and runs a hotline 24/7. Family and adolescents know to call the hotline and have an over the phone triage and mitigate the situation of the phone, if possible. If not, a team will go out to the home and helps the family mitigate the crisis. If that is not possible due to the situation being too acute, then they will help facilitate a referral to PES, often with the help of police to facilitate an ambulance to PES. They are, at any given time, three teams, usually of two clinicians and a family partner going out. We have in person response, 7am-11pm during the weekdays, with coverage overnight there is a capability to provide in person coverage. Also, provide a resource called ‘family urgent response system (FURS), which is a state mandate for current and former foster youth to provide exactly those services outlined previously: urgent care intervention to help stabilize placement. MRT is a resource for that state mandate, as well.</p> <p><u>Seneca Outpatient Contract:</u></p> <p>Under this umbrella contract, there are a number of services. The largest right now is the therapeutic outpatient program (TOP) that provides intensive therapy (field or home-based) dependent on the client’s needs. It is a very successful program. There are a number of school-based programs under this contract because Seneca has a long history of providing school-based services. There are a number of programs in West Contra Costa Unified. The <b>Catalyst</b> program is a school-based day treatment program. There are a number of elementary schools with fairly intensive supports to young children who are struggling. <b>Uprising</b>, the newest addition in Brentwood, is a school-based day treatment program. Another school-based day treatment program in Martinez at Alhambra High School. (*I use the term ‘school-based day treatment’</p>	

loosely because that is what it is. These are special day classes and kids spend most of the school day in intensive mental health support.)

Under this contract, they also run a wraparound program and TBS program. The program Seneca runs is a collaboration between BHS, Child Welfare and Seneca. They provide wraparound services to children through adolescents (14 and up). Seneca has a very good history working with children with very acute mental health needs. The intention is to prevent referrals to residential programs and help those coming out of residential programs stabilize in family-based settings.

Seneca Therapeutic Behavioral Services (TBS) Contract:

The Systemic, Therapeutic, Assessment, Resources and Treatment (START) program is a full service provider (FSP) to provide services to children and families where the children are at risk of being hospitalized, for those coming out of the hospital and/or critical enough they are at risk of hospitalization. The START is a team of therapists, a services coordinate, a behavioral specialist and family partner who provides services to stabilize the situation.

Early Childhood Mental Health Program:

Early Childhood Mental Health Program is 'birth to six' or '0-5' provider. We have several '0-5' providers because the children are very young, special population and to serve requires special training and expertise. In Contra Costa, in our county operated programs, we really focus more on the older youth and adolescent (ages 6-18 and beyond), so the very young are contracted out. We have three providers that do that and are broken down by region. Early Childhood Mental Health Program is one of those providers, serving West County region. We Care serves the Central County region. The Lindt Center which is under the umbrella of an organization "Vistability" is in East County.

One of the core programs is the comprehensive therapeutic pre-school. It has approximately 12 preschoolers at this program. They are children that exhibit behaviors that would make them not a good fit for any normal pre-school. Early Childhood Mental Health is not only using pre-school curriculum but also providing therapeutic support, individual and family consultation for parents how to best care for their children. This is located in Richmond. In addition, they run the child and family therapy services, which is the biggest part of the program, where they get referrals for 2-4 young children and their parents, from a variety of referral sources: i.e., our access line, child and family services.

Sometimes Child and Family Services get involved when there are concerns about child safety at the home or neglect, etc. When the social workers get involved, their first thought is to provide preventive care, family maintenance services. As part of that, they refer those kids and their families to family therapy. So, Child and Family Services is an important referral source. Since they are known in the community, with preschool and they have been providing these services and working in the community for a very long time, so the community knows about them. They know they are a medical provider and they get direct calls from the community, as well. Other pre-schools are referring to them for services. That is the biggest component where a number of therapists provide play therapy, dialectic therapy, family therapy to children and their families.

The next component of their service work plan is their wrap around program. The wrap around is for kids and families that need additional support where the weekly therapy session may not be enough to help stabilize the family. The activity happens when there are more complex needs, i.e., housing insecurity, food insecurity, child welfare involvement or any of the other social determinants of health, when those factors play a big role making the case 'more complicated', then wrap around is an important resource. Wrap around is a team-based planning process. Typically this is in conjunction with other mental health services. There is a wraparound facilitator who convenes the family, as well as professional and other supports to the family to help the family create an achievable plan. Let's the family identify what are the issues we need to solve and in what sequence. It helps the family come up with concrete actions that can be taken by the family members or by support people that are part of the wrap around team. This is entirely family driven. An important competent of the wrap around philosophy that this is consumer voice and choice. Respect for the individual family circumstances and cultural circumstances.

Another important component, recent addition to Early Childhood Mental Health is the HeadStart program. A couple years ago, the HeadStart component was added onto the program after a request for application process and official grant process. They applied and got the award. HeadStart is a federal program for low income families and their children to provide early HeadStart to their education. Many children accessing HeadStart services (federally funded pre-schools) struggle with complicated issues. HeadStart is administered by the community services bureau (CSB), which is an office under Employment & Human Services Department (EHSD), which also houses child and family services. CSB administer the network of HeadStart programs in contra costa. They used to run their own, in collaboration with us, mental health program for the HeadStart schools, until they no longer could. When that happened, two or three years ago, we put out this competitive bid and early childhood mental health received the award. What they do, with their clinicians, pushing the HeadStart preschools to provide therapy and consultation to help the teacher understand the behavioral / emotional needs of their students and provide consultation and therapeutic support to the students and their families.

In this FY (end of May) they served about 281 students: in outpatient program 246; in HeadStart 36; wraparound 33.

Youth Homes Contract:

They provide a range of services. Traditionally it use to be one of our largest group home providers in Contra Costa County (CCC). They had four group homes (all) in central county – Pleasant Hill or Concord. With the continuum of care reform, those group homes had to be converted into short-term residential treatment programs (STRTPs). They are distinguished from the normal group homes, in that they not only have to provide supportive board and care services (house, feed, basic care coordination, school, etc.) but they also have to provide therapeutic services in those settings. Under the old group home rules, there used to be different levels (1 to 14). Level 14 was the highest with the most behaviorally challenged youth. We used to have mental health contracts



with those that were levels 12-14. The lower levels of group homes did not have mental health services on site. Now, every group home has had to be converted to an STRTP. This means all the former group homes now have to really be capable of providing services to the kids with the highest level of need for mental health treatment. This made it pretty challenging for many STRTPs up and down the state to adjust to the situation and stay afloat. It is challenging to find staff currently for these STRTPs and it is expensive to run. It requires a whole other level of expertise to do this.

Youth Homes made that conversion pretty successfully, running four STRTPs. With the pandemic and changes in leadership, they had to re-evaluate just how many group homes they can successfully run. Currently they have one fully staff and fully occupied and another one that they are in contract with CFS to care for a limited amount of youth, but those with the highest needs. The other two houses are undergoing the evaluation process of how to best provide. There is a severe workforce shortage and it has hit many providers hard, including Youth Homes. We are also happy to have them onboard and are one of our few STRTP providers in the county. We are contracted with them to provide those mental health services within the STRTP.

In addition, they provide therapeutic behavioral services (TBS). TBS is an adjunct services to mental health services. If someone has therapy or case management services, and a client exhibits specific challenging behaviors that really get in the way of succeeding in a placement or in the family or at school, then those targeted TBS services are put into place to help the child develop alternative behaviors on coping skills to decrease those kind of behaviors that can get in the way/support of adaptive behaviors. We have several TBS providers in our county, Youth Homes is one of them.

The other program is Intensive Care Coordination (ICC) is a little like wraparound, again a team based planning process the state has introduced. ICC often goes along with Intensive Home based services. We have an ICC coordinator in our county, we have received referrals for ICC coordination and we provide those ICC services in house or we refer out to our contract providers. We have several providers that do ICC for us and Youth Homes is one of them. Typically, they provide services to either to residents in their own homes or other foster care youth in the older spectrum. They also provide mental health services, again on the older adolescent side (15yo and older).

**Comments and Questions:**

- (Cmsr. Dunn) Speaking to Intensive Services – what factors determine whether the therapy services are provided. The contract says it provided it the agency or school or at home. What determines where the services are provided? The level of services provided.  
(RESPONSE: G. Loenicker) Individual circumstances. For children who are in their own therapeutic preschool or in one of the HeadStart preschools, services are provided in those schools. If that aligns with what the family needs, many of the non-preschool related referrals, they either provide the services in the clinic or in the family home. It is all depending on what the family needs.

- (Cmsr. Dunn) There is a term in this contract called ‘intensive coordinated care, child family teams (ICC-CFT), how many teams are in this contract? (RESPONSE: G. Leonicker) They are fold into wrap around services. They are no longer involved in ICC-CFT. It is a very similar process. Their intensive care coordination is done, a child family team is like a wraparound team and there really is no separation. It is done under wrap around.
- (Cmsr. Dunn) This is a standing question on all four contracts: What are the program measurement outcomes? (RESPONSE: G. Leonicker) for any mental health program, the outcome is helping the families meet their own goals. We don’t have more systematic outcome tracking in place yet. Every child in our system, we complete a child and adolescent needs and strengths (CANS) assessment. This helps us determine where the needs are and how the needs are changing over time. That is our best tool we currently have to help track the success of a program.
- (Cmsr. Dunn) In my 2018 SPIRIT class, I interned at Seneca and I was an intern for their MRT and saw firsthand how they connect with their TBS program and some of the other programs. It was a very eye-opening internship for me. With that in mind, the Seneca program, do you happen to know how many clients have been served and from which county regions? Or is this something we would need to get from Seneca. They did say they were willing to come in a couple months to speak. (RESPONSE: Gerold Loenicker) Seneca could easily provide that information. I can tell you from our monthly reports that typically (in a month) they get between 90-100 crisis calls and can go out 30 times on community based interventions. That is not all the crisis hotline response does. They also receive referrals and all kids admitted (or referred) to PES are referred to Seneca MRT for post-PES Support, to connect the family to see if there is additional support necessary. Then they go out and provide short-term stabilization.
- (Cmsr. Serwin) Of the groups of children served, where do you feel the biggest unmet needs are? (RESPONSE: Gerold Loenicker) I think there is a gap with children who are hard to place (child welfare) that have really intensive mental health needs and are typically foster care youth. There is a statewide shortage of Short-Term Residential Therapeutic Programs (STRTPs) that can take care of kids with intensive treatment needs. That is one gap.
- (Cmsr. Serwin) What happens to those kids that can’t be placed? Is it more they end up going out of county, typically? (RESPONSE: Gerold Leonicker) They are going out of county or stay at the receiving center until something can be found, not ideal. There is always a scramble to find appropriate placement for children with acute symptoms, especially during the pandemic, that entire 0-5 population, families have been really struggling. What I hear from schools, pre-schools is that kids entering schools/pre-schools are under socialized due to the long period of isolation and not being able to associate with peers, they come in under socialized.
- (Jennifer Bruggeman) I wanted to address along Cmsr. Serwin’s comment about gaps, my understanding is that, in terms of youth with eating disorders and issues related to that, that is also an area of

<p>gap in support. (RESPONSE: Gerold Leonicker) That is true, there is an increasing population of kids with eating disorders (persistent ED) and it s a very dangerous track. If you intervene early with family based treatment, you can head it off, but if it is entrenched, it is very difficult to treat. Often then there is a high level of care needed, i.e. residential placement or a partial hospitalization program. It is difficult for us to access that level of care.</p> <ul style="list-style-type: none"> <li>• (Cmsr. Serwin) what is the size of that population? (RESPONSE: Gerold Leonicker) The numbers are not high, approximately five to six in a year. It can be a very lethal affliction. The numbers are not high but the stakes are very high.</li> </ul>	
<p><b>VII. Adjourned meeting at 2:29 pm</b></p>	



# 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](http://cchealth.org/mentalhealth/mhc)

**Site Audit Date:** April 7, 2022 (via Zoom Meetings)

**Site Name:** Hope House, Martinez Mental Health Crisis Rehabilitation Center

**Address:** 300 Ilene Street Martinez, California 94553

**Audit Team:** Commissioners Joe Metro and Geri Stern

**Audit Team Lead:** Laura Griffin (Mentor)

## I. Site Description

Telecare's Hope House opened on April 22, 2014 and is currently the only Adult Mental Health Crisis Rehabilitation Center operating in Contra Costa County. The mission of Hope House is to stabilize clients and reintegrate them back into the community. Hope House provides treatment in a healing environment to enable people to return home or transition to less intensive levels of service with a renewed sense of hope and purpose, and with minimal risk of hospitalization or readmission.

This is a 15-bed facility (averaging 10-12 clients a week), ages 18-59. 10-15% are over 59 years old. The average length of stay is 14 days, but they can do 2-week extensions on a case-by-case basis. Maximum length of stay is 30 days.

**Staff:** Hope House has 23 staff members, including: one Psychiatrist; Licensed Vocational Nurses (LVN's); Case-managers; Residential Counselors for hygiene, feeding, risk assessment, running groups, coordinating groups and support; four Clinicians (2 full-time); Nurse/Psych Technicians for assisting with medical services; a Social Worker for linking clients to supports after discharge; and **tele-care employees for ???**. **NAMI volunteers act as ???** and sometimes interns works as extra social workers. There are three interdisciplinary teams consisting of Nursing, Residential Counselors, and Social Workers) **(BJAY: Can you check this and add anything that's missing? How many of each staff type? What do the NAMI and tele-care employees do?)**

### Admission Criteria:

- Residents of Contra Costa County, ages 18-59 (individuals aged 59 and older are served at Hope House on a case by case basis)
- People diagnosed with serious mental illness who are experiencing a mental health crisis and who may have a co-occurring substance use disorder
- Walk-in clients and self-referrals are not accepted at the crisis residential program. Referrals come to Hope House through the county Behavioral Health Services and the regional hospital (CCRMC) Psychiatric Emergency Services
- Referrals are interviewed to determine whether they are a "good fit" for the program



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.

- Clients must be independent to benefit from the program
- Clients must be ambulatory

Programs offered by Hope House include:

- Crisis intervention, including emotional support and de-escalation of crisis situations
- Temporary respite from a living situation that was contributing to the crisis
- Development of a service/recovery plan
- Brief individual and group rehabilitation treatment, including individual psychiatric visits three times weekly, and such groups as meditation, yoga, therapy, exercise, coping skills
- Family counseling as needed
- Assistance with self-administration of medications
- Discharge planning and implementation of integrated aftercare services in the community
- Linkage and referral to services including assistance with obtaining disability entitlements, community housing, community treatment resources, and referral to appropriate medical services

## II. Method

- a. Commissioners interviewed a total of five clients, two staff members, and the Program Administrator:
  - Program Administrator
  - Direct Care Counselor
  - Clinical Supervisor (Team Leader and LMFT)
- b. There were two (2) questionnaires provided by the Audit Team Lead used to conduct the interviews:
  - Program Director Questions – 8 questions
  - Staff Questions – 8 questions
  - Client Questions – 26 questions

## III. Client Length of Stay

The length of stay varied among the four clients: Two clients were there less than two days. One client has been at this facility six times prior.

## IV. Broad Themes

Some themes emerged from staff and client responses. More specific observations by staff and client are spelled out below in sections V and VI.

Strengths:

- a. Overall client response to questions indicates that in general they are sufficiently cared for, feel safe, and consider their stay to be in a supportive and helpful environment that includes individual and group rehabilitation treatment options.

- b. Overall site administration was consistently positive in their views regarding how the team functions effectively within the organized structure of operational policies and practices.
- c. Staff appreciated the staff training, naming several types: CPR, CPI, Conflict resolution, Motivational Interviews, 2-week orientation training involving: Shadowing, instructions, online training courses -- competency is measured via exams, Risk Assessment, Treatment Planning, De-escalation Techniques, Motivational Interviews, and Elopement Risk.
- d. Clients mentioned appreciation for available resources, including the library, music, TV, access to phones, computers and video chatting (available 24/7); such classes as life skills, money management, and laundry; and such activities as cooking and doing chores in exchange for Hope House dollars.
- e. Clients mentioned appreciation for the various groups, including therapy, exercise, meditation, yoga, and coping.
- f. There was nearly unanimous positive responses to questions related to doctor and staff support for treatment. Clients are offered treatment alternatives, side-effects are described, questions are answered, and staff listen to concerns.
- g. Clients state that they understand the various documents that they review and sign, e.g. HIPPA, consent, and patient rights.
- h. Clients understand their patient's rights and half understand what a Patient Advocate is.
- i. Clients mentioned exercise numerous times, valuing it and desiring more.

Challenges, Needs and Opportunities:

- a. Staff pointed out that fifty percent of clients walk away after admission. This is a primary issue to understand and address.
- b. Staff reiterated the need for more step-down placements and housing multiple times. The lack of appropriate and desirable options was called out, with staff stating that there are many clients who prefer to go to the streets rather than accept what is available at the time of their discharge. One staff stated that the number one issue for clients is housing insecurity. Another wished that everyone gets a free one-bedroom apartment and are safe.
- c. Staff specified the need for more money for a variety of purposes, including housing, hiring more staff, e.g. LVN's and clinicians, increasing staff compensation, additional beds, and laptops for each client.
- d. Staff spoke to the need to have Behavioral Health Services communicate better with the facility on a regular basis and wished that there was a direct line.
- e. Staff would like more Mental Health Crisis Teams to be able to intervene in crisis situations. They do not like to have to call the police to intervene. They see the MHCT's as being more effective in their interventions than the police.
- f. While case managers and social workers are available to work with clients and families after discharge, staff indicated that there is often no follow up, and one client said that they did not receive follow up.

- g. Only one client understood what an Advanced Directive is (note this may be a matter of terminology). This important tool could perhaps be better communicated, revisited multiple times throughout the client's stay, or otherwise emphasized more.
- h. Clients benefit from peer support at Hope House, e.g. conflict resolution and groups. However, they didn't understand what "peer support" means. (Again, this may be a matter of terminology.) This may or may not be important, but given efforts to improve the recognition and standing of peer support in recovery, it may be helpful to familiarize clients with the term. Clients may also make more intentionally seek out peer support if they understand what this resource is and benefits that it offers.

Unclear:

- a. It's unclear how much family involvement there is based on client responses on this topic. Clients respond that their family is involved in their program. Families, however, were still not permitted to visit in early 2022, and staff didn't know why (maybe a COVID policy?) the source of this policy (maybe Telecare?). **Bjay, what is the scoop here???**

## V. Responses to Program Staff Questions

- 1. What age group do you work with and what do type of services do you provide?  
**Staff 1** – 18 to 65-year range. Mental Health Crisis Rehabilitation Center – bed, meals, personal care. Clinicians after client discharge have plans with Case Manager. Groups – Therapy, exercise, coping; Nurse/Psych Technicians help with medical services. Client see Psych personnel initially, discuss meds. Majority of clients come from hospital interview/referrals to determine if "good fit".
- 2. Do you feel the program is meeting the needs of the individuals you serve?  
**Staff 1** -- Good fit, client wants to come into program. Medical, ambulatory. Program is only for 2 weeks for client. Should be independent to benefit from program. Assist with transition from hospital to next steps: 1) Home, or 2) County program rehabs (e.g., Crestwood). Number one issue for clients is insecurity around. In terms of family involvement – must be a safe support member. Facility is currently not allowing families to visit. Is this a Telecare policy – not certain where it comes from.  
**Staff 2:**
  - a. Feels that the program is meeting the needs of the clients. If they arrive with Substance abuse issues, they have every 30-minute checks for DT's or Opioid withdrawal. If clients begin to show symptoms, they are sent back to CCRMC
  - b. There are 3 Interdisciplinary teams (Nursing, Residential Counselors, and Social Workers)
  - c. They offer meditation, yoga, and many groups. The residents can sign up for chores.
- 3. What are areas of improvement for the services you deliver?  
**Staff 1:**
  - a. Mission of Hope House – to stabilize, reintegrate back into community.
  - b. More resources needed for Clinical support (e.g., Therapists). Currently staff 4 Clinicians (2 Full Time) 9 am to 5 pm. Clinicians do shift exchange meetings, write official reports, participate in training.

Staff 2:

- a. They need more licensed clinicians and specifically an RN to help with overnight medication issues.
- b. They need more money for housing.
- c. They would like higher levels of staffing.
- d. They would like more Mental Health Crisis Teams to be able to intervene in crisis situations. They do not like to have to call the police to intervene. They see the MHCT's being more effective in their interventions than the police.
- e. Wishes they could do more for the clients and staff.
- f. Half the clients walk away after admission.

**Program Administrator** -- He stated that some clients are discharged to the streets as disposition is up to the clients. Some have no follow up.

4. How well does the treatment and support team work together? Is there mutual respect, cooperation, and cooperation?

**Staff 1** -- No visitors are allowed in the facility. House offers phones, computers, video chats 24/7. Clinician to Clients is 1:1. Groups are supported by the Residential Councilors.

**Staff 2** -- The team leader felt his supervisors had "his back".

**Program Administrator** -- He felt that the facility creates a safe environment where clients as seen as "people".

- a. Measurements they use for treatment outcome are based on length of stay, connection to resources, and placements.
  - b. He indicated that about 50% of the clients participate in exercise classes, but 100% get some exercise (walking).
  - c. He felt peer group support was important in conflict resolution.
  - d. He was pleased with the amount of staff training i.e., CPR, CPI, Conflict resolution, motivational training.
  - e. They enjoy volunteers from NAMI Contra Costa and use Interns as extra Social Workers.
  - f. He feels he has an "Open Door Policy" with staff. He's very "flexible" to new ideas, however, he stated he was the one who usually brought the new ideas.
5. What staff development training have you or are you receiving to ensure you can provide the best quality of service possible?  
**Staff 1** -- All staff receive a 2-week orientation training involving: Shadowing, instructions, online training courses via Alliance. Competency is measured via exams.  
**Staff 2** -- There are a variety of Trainings each year for the staff (Risk Assessment, Treatment Planning, De-escalation techniques, Motivational Interviews, and Elopement risk.)
  6. What systems are in place to address incident reporting and other means of ensuring quality of service review?  
**Staff 1** -- No staff issues to report. Clients – if extreme issue and no Therapist on call, police and the Mobile Crisis Response Team are called (5150). Incident last weekend was most recent. Client with similar issues during their last visit – Staff was prepared in advance and knew what to do.



**Staff 2** --They offer meditation, yoga, and many groups. The residents can sign up for chores.

7. Do you feel fulfilled in your role, if not, why not?

**Staff 1** -- Yes, likes to talk with clients – listens.

8. If you had a magic wand and could change anything in this program, what would that be?

**Staff 1** -- That everyone gets a free 1-bedroom apartment and are safe.

**Staff 2** --

a. Staff would like more beds to help more people, stating they are the only CRT in CC County as Nyrika House has closed.

b. Would like to pay the staff more in wages.

**Staff 3** --

a. Raises for the staff

b. To have Behavioral Health Services communicate better with the facility on a regular basis.

c. Would like a direct line to someone in Behavioral health Services

d. Would like more lap tops for the clients

e. More Community groups to assist clients find more places to live upon discharge

## VI. CLIENT QUESTIONS

1. How long have you been in this program?

- **Client 1** -- First time, 2nd day.
- **Client 2** -- First time, 2nd day.
- **Client 3** – Sixth time, 8th day.
- **Client 4**

2. Do you feel that you are getting better and that your quality of life is improving?

- **Client 1** – Yes, was able to shower, completed her paperwork, toured the facility and met other residents. Had the option for this interview to miss the group meeting. Feels this is a safe place, welcoming and without judgement.
- **Client 2** – Yes, emotionally supported, program offers tools for expressing (e.g. music, TV, and books)
- **Client 3** – Yes, the Clinicians are good. He is allowed to cook meals, which is a hobby that he loves to do.
- **Client 4**

3. Are there ways in which this program is different for you than other programs you have participated in? How is different?

- **Client 1** – N/A
- **Client 2** – N/A
- **Client 3** – N/A
- **Client 4**

4. Tell me a few things about this program that you like the best.

- **Client 1** – Inviting, sense of community, feels safe.

- **Client 2** – The attention to details communicated by staff, feels they have the Client’s needs at best.
  - **Client 3** – Good staff, vocal (i.e. they talk and converse with the Client)
  - **Client 4**
5. In respect to making this program better, are there any recommendations that you would make to improve this program?
- **Client 1** – Notifications and announcements of group sessions and times, staff should communicate when events are coming.
  - **Client 2** - None
  - **Client 3** – A bigger backyard, would like to go outside more frequently to work in the yard. Would like more physical activities available.
  - **Client 4**
6. Does the staff ask you for your input on services that you might need?
- **Client 1** – Yes, helped with meds, met with Councilor who gave overview.
  - **Client 2** – Yes, most staff does this.
  - **Client 3** – No, not all the time. No staff help with Section 8 housing questions. Would need to move in with Sister, when asking staff repeatedly he was told no help available.
  - **Client 4**–
7. Does the staff help you use your strengths, skills, and capabilities in your recovery? (e.g., your leadership abilities, compassion for others, artistic talents, computer skills)
- **Client 1** - Too soon to determine a staff helps with her strengths and weaknesses
  - **Client 2** – No, too soon. Did meet with Councilor and paperwork is forthcoming.
  - **Client 3** – Yes, groups throughout the day incentivized by earning “Hope House Dollars (\$)” to earn and buy items on site.
  - **Client 4**
8. Do you feel the services you receive are adjusted to your specific needs (e.g., gender, ethnicity, disability, language)?
- **Client 1**– Yes, co-ed facility
  - **Client 2** – Yes
  - **Client 3** – Yes
  - **Client 4**
9. Does the program provide or connect you with meaningful social opportunities or therapeutic activities? Are there any other types of activities that are important to you?
- **Client 1**– Yes
  - **Client 2** – Yes, group meetings, library, and therapy are all beneficial. Use of Wi-Fi and phone a positive.
  - **Client 3** – Yes, Clinicians setup time with paperwork and doctor appointments, they pick-up the medication, and staff offers someone to talk with (e.g. Client wanting a sleep study – staff helped and transported Client).
  - **Client 4**

10. Do you attend group therapy? How often do you attend? Did you sign a confidentiality agreement? What do you like or dislike about your group therapy?
- **Client 1**– Yes, group at 9:30 am, Check-in, second session at 10:30 am. Signed a lot of documents, no phones allowed during session.
  - **Client 2** – Yes, group at 9:30 am, but missed 10:30 am
  - **Client 3** – Yes
  - **Client 4**– Yes

11. Are you comfortable with us asking you questions about your behavioral health medications?
- **Client 1** - Yes
  - **Client 2** - Yes
  - **Client 3** - Yes
  - **Client 4** - Yes

Are you taking medications? (If "Yes," go to question "11a". If "No," skip remaining medication-related questions.)

- **Client 1** - Yes
- **Client 2** - Yes
- **Client 3** - Yes
- **Client 4** - Yes

a. Did a doctor or staff person talk to you about what the medications are for?

- **Client 1** - Yes
- **Client 2** - Yes
- **Client 3** - Yes
- **Client 4** - Yes

b. Did a doctor or staff talk to you about the medications' side effects, including interaction with other medications you are taking?

- **Client 1** - Yes
- **Client 2** - Yes
- **Client 3** - No Not until discharge
- **Client 4** - Yes

c. Did a doctor or staff talk to you about alternatives to medication such Cognitive Behavioral Therapy, Acupuncture, Yoga, or Mindfulness?

- **Client 1** Yes -
- **Client 2** Yes -Rusty explained withdrawals and symptoms
- **Client 3** Yes - No discussion
- **Client 4** Yes

d. Did the doctor or staff answer all your questions about your medications?

- **Client 1** Yes - has doctor session tomorrow.
- **Client 2** Yes
- **Client 3** Yes
- **Client 4** Yes

- e. Do you feel the medications are helping you?
- **Client 1** Yes, some dose adjustments needed.
  - **Client 2** Yes
  - **Client 3** Yes
  - **Client 4** Yes
- f. If you had a problem with your medications, did the doctor or staff listen to your concerns? What did they do about your concerns?
- **Client 1** Yes
  - **Client 2** Yes Nurse recorded and will be discussed with doctor in am.
  - **Client 3** Yes
  - **Client 4** Yes
- g. (For female clients): Did a doctor talk to you about the impact of medication on your hormones, menstrual cycle, menopause, pregnancy, or sexual function?
- **Client 1** Yes
- h. (For male clients): Did a doctor talk to you about the impact of medication on your hormones or sexual function?
- **Client 2** No
  - **Client 3** No
- i. Where do you get your prescriptions filled? Is it convenient for you?
- **Client 1** N/A
  - **Client 2** They are delivered
  - **Client 3** Walgreens
  - **Client 4**
- j. Did you sign any papers agreeing to take the medications at admission?
- **Client 1** Yes
  - **Client 2** Yes did not recall at first
  - **Client 3** Yes
  - **Client 4** Yes
- k. Did you understand the papers you signed at admission?
- **Client 1** Yes
  - **Client 2** Yes
  - **Client 3** Yes
  - **Client 4** Yes
12. How is your physical health? Do you have access to physical health treatment and support that you need? Is your physical health accounted for in your treatment plan?
- **Client 1** Physical health is good, she gets migraines they provide her with aspirin and ask what she needs.
  - **Client 2** Remains active, good.
  - **Client 3** Could be better, not asked for treatment plan (he is on a treatment plan, but not a physical plan).
  - **Client 4**

13. Does any of your family members, caregivers, friends, or other advocates participate in your program? Are services provided to support them?
- **Client 1** Yes, relies on her partner more than family at this point.
  - **Client 2** Yes
  - **Client 3** Yes, relies on Fiancé and sister.
  - **Client 4**
14. Do you have a Peer Provider? (\*See description) What services or support do you receive from peer providers in this program?
- **Client 1** Not certain, not familiar with this term.
  - **Client 2** Not certain.
  - **Client 3** Not certain who it is.
  - **Client 4**
15. (Inpatients Only) Do you like your accommodations and your meals here? What about the common areas and therapy spaces or any other aspects of the facility?
- **Client 1** Yes Meals three times with snacks the food is good fresh fruit.
  - **Client 2** Yes Facility is well taken care of, choirs.
  - **Client 3**
  - **Client 4**
16. How do you get to and from this program? How long does it take you to get here from where you live?
- **Client 1** No issues with getting to and from the program.
  - **Client 2** No issues
  - **Client 3** No issues
  - **Client 4**
17. Do you feel safe in this program's neighborhood? Do you feel the premises are secure?
- **Client 1** Yes near the Contra Costa regional hospital with no concerns
  - **Client 2** Yes
  - **Client 3** Yes
  - **Client 4**
18. Is it easy to get appointments with your doctor, therapist, social worker, or whoever else you want to meet with? Can you get appointments within a reasonable time frame?
- **Client 1** Yes Easy to get appointments with her doctor and therapist and social worker.
  - **Client 2** Yes
  - **Client 3** Yes
  - **Client 4**
19. Do you have children, elderly parents, or anyone else whom you are responsible to care for? What are some ways that this program helps you manage your caregiving needs? (E.g., providing toys and a play space for children?)
- **Client 1** No
  - **Client 2** No
  - **Client 3** No

- **Client 4**
20. Does this program provide you with other services, such as legal help, housing services, financial resources, medical expense resources, educational services, SNAP benefits (food assistance program known as CalFresh in CA), or other services?
- **Client 1** Yes was offered helped Advanced Directives
  - **Client 2** No not certain
  - **Client 3** No not on housing, but “yes” with other recovery house services.
  - **Client 4**
21. Consider the intake documents you signed upon admission, such as HIPPA notice (privacy), financial responsibility, and patient rights. Did you read them? Did you understand them?
- **Client 1** Yes During intake she was told exactly what it was that she was signing what it was and to ask questions.
  - **Client 2** Yes HIPPA was explained, Consent during medical care, estimate time of stay.
  - **Client 3** Yes
  - **Client 4**
22. Do you know your rights as a participant in this program? Confidentiality is a right, for example. Do you feel your rights are respected?
- **Client 1** Yes understands her rights in the program
  - **Client 2** Yes
  - **Client 3** Yes
  - **Client 4**
23. If you have ever had a concern or grievance with your treatment or some other aspect of the program, have you been able to address your concern successfully? What process did you follow? Did you use a grievance form?
- **Client 1** No not at this time.
  - **Client 2** No
  - **Client 3** Yes client would like to spend more time outdoors
  - **Client 4** No
24. Do you know what a Patient's Rights Advocate is? (\*\*See description) Do you know how to contact one?
- **Client 1** Yes understands what a patient’s right advocate is through emergency services
  - **Client 2** Yes
  - **Client 3** No
  - **Client 4**
25. Do you have a Mental Health Advanced Directive, also known as a Psychiatric Advanced Directive? (\*\*\*)See description)
- **Client 1** Yes, does not have a mental health advance directive yet but program would offer if she needed one.
  - **Client 2** No not at this time
  - **Client 3** No
  - **Client 4**

26. If you had a magic wand and could change anything about this program, what would that be?

- **Client 1** To be more outside be on the patio daily walks with directors of required supervised walks.
- **Client 2** No changes
- **Client 3** Would like to see an exercise area to work out in.
- **Client 4** The client wanted to have a dietician be involved in her food selections. She stated some of the food offered at the facility was too spicy for her.

Note that one client didn't respond very much to individual questions but did offer several specific concerns:

- Client emphasized that staff tend to treat her like a child and are a little "over-protective"
- Client requested more assistance with Time Management skills and to be connected to more outside resources to assist her with her home life and financial needs.
- Internet and cell phone connectivity is spotty at the facility.
- Client felt her bed was not comfortable because she is a larger woman, and the mattress does not accommodate to her needs.
- The programs for her family are "confusing" and some of her families are not allowed to participate.
- The Client does not like telehealth visits with her therapist as she cannot focus with the chaos/noise in her home. She would prefer to see the therapist in the relative quiet of an office setting.
- The client was diagnosed with cancer on her last Pap smear and has not had a follow up visit to offer her guidance on what she should be doing next.
- Client is having difficulty with her psych meds, She is experiencing many side effects.

## VII. Premise Inspection

Due to COVID-19 restrictions per CDSS Department of Social Services, Community Care Licensing Division, we were unable to conduct a physical site visit. Hope House has specific guidelines which address vaccination and booster requirements, mask wearing, and other updated visitation requirements. Hopefully, once COVID restrictions are removed, we will be able to physically tour the site and could publish an Addendum to this report.