



CONTRA COSTA
MENTAL HEALTH
COMMISSION

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**Mental Health Commission
Finance Committee Meeting
Thursday, October 20th, 2022, 1:30-3:00 PM**

Via: Zoom Teleconference:

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

Meeting number: 543 777 6481

Join by phone:

1 669 900 6833 US

Access code: 543 777 6481

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

AGENDA

- I. Call to order/Introductions**
- II. Public comments**
- III. Commissioner comments**
- IV. Chair comments**
- V. APPROVE minutes from the September 20th, 2022 Finance Committee meeting**
- VI. RECEIVE and Discuss Presentation from Kennisha Johnson, LMFT, Contra Costa Behavioral Services (CCBHS) Health Mental Health Program Chief of Housing and Adam Down, CCBHS Projects Manager, regarding:**
 - A. Current Mental Health Rehabilitation Centers (MHRCs) contracts for LPS Conservatees**
 - B. Plans to apply in either Round for a 45-bed MHRC facility in West County in Behavioral Health Continuum Infrastructure Projects (BHCIP) Rounds 5 or 6 competitive funding rounds**

Continued on Page Two

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Executive Assistant to a majority of the members of the Mental Health Commission less than 96 hours prior to that meeting are available for public inspection at 1340 Arnold Drive, Suite 200, Martinez, CA 94553, during normal business hours.

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.





MHC Finance Committee Agenda (Page Two)

Thursday, October 20th, 2022 ◊ 1:30 pm - 3:00 pm

- C. Any plans to apply for a 16-bed replacement Adult Residential Facility (ARF) in West County and a 16-bed Crisis Residential Facility (CRF) in East County in either of the remaining BHCIP Rounds 5 or 6 competitive funding rounds.**

- VII. Time permitting, discuss future meeting agendas. November 17, 2022—
TENTATIVE: How to best use 2022-2023 state budgeted Housing and Services funding for the county's Incompetent to Stand Trial (IST) population**

- VIII. Adjourn**



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 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, extending across 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?

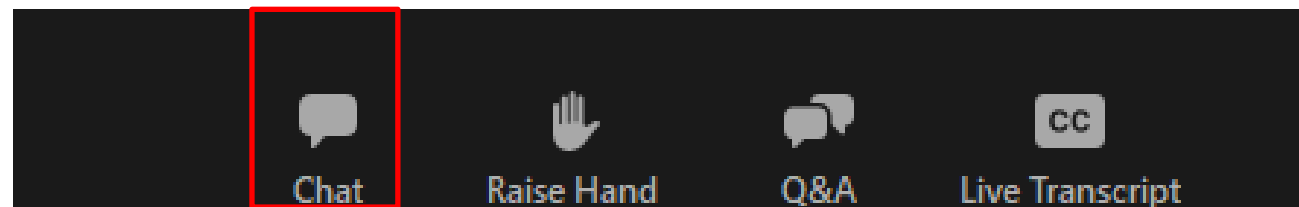


Round 5: Crisis Continuum Potential Eligible Facilities

- ❖ 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

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

Identified Themes

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

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

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

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

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

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| Prompt 6 | 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? |
| Participant Responses | <u>Most Common Themes:</u> <ul style="list-style-type: none">• Include in-kind matches—i.e., staff time from project development team, architects, etc.• Allow behavioral health subaccounts as match• Reduce nonprofit match to 5% <u>Other Responses:</u> <ul style="list-style-type: none">• Match based on sliding scale• Match based on lowest qualifying entity type in a consortium |

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

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



California Department of Health Care Services Behavioral Health Continuum Infrastructure Program Round 5: Crisis and Behavioral Health Continuum Program Update

The California Department of Health Care Services (DHCS) launched the Behavioral Health Continuum Infrastructure Program (BHCIP) to address historic gaps in the behavioral health and long-term care continuum and meet the growing demand for services and support across the life span of vulnerable individuals in need. **The following information is provided as a supplement to the upcoming release of the Request for Applications (RFA) for BHCIP Round 5: Crisis and Behavioral Health Continuum.**

State priorities for BHCIP:

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

Overview

With the need for mental health and substance use disorder services increasing, crisis care gaps in California's behavioral health continuum are more evident and growing. Adults with serious mental illness (SMI) and youth with serious emotional disturbance (SED) often end up in emergency departments, hospitalized, or abandoned in the criminal justice system, and others receive no care. At the same time, the growing opioid crisis, the transition to the 988 Crisis and Suicide Lifeline, and the introduction of new efforts to address the unmet needs of highly vulnerable individuals through the Community Assistance, Recovery, and Empowerment (CARE) Act add to the urgency to increase crisis and behavioral health facility capacity.

According to the statewide needs assessment conducted in 2021, “[Assessing the Continuum of Care for Behavioral Health Services in California](#),” acute inpatient beds are occupied for an average of one to two weeks, while one person often occupies a subacute facility bed for several months. The needs assessment stated that short-term residential crisis facilities, with stays of three to seven days, could “provide crisis relief, resolution and intensive supportive resources for adults who need temporary 24/7 support . . . includ[ing] medication management (including the use of previously initiated [medications for addiction treatment (MAT)]), observation and care coordination in a supervised environment.”ⁱ Moreover, the gaps identified within the crisis continuum—many of which are being addressed by other BHCIP funding rounds—are among the highest-priority challenges and opportunities. The needs assessment also highlights a shortage of crisis stabilization unit (CSU) beds:

- Sixteen of 33 counties, only 48 percent, have sufficient CSU capacity;
- Twenty-five counties, both sparsely and densely populated, reported no CSU bed capacity;
- Some areas of the state have no CSU capacity and it often takes hours to transport individuals to the nearest CSU—as a result, these individuals are more likely to be transported to an emergency department or even jail; and
- Thirty-nine counties (67 percent of respondents) have insufficient CSU bed capacity—of those, 17 have some CSU capacity available.

Statewide, it is reported that there are only 2,600 licensed subacute mental health treatment beds; the number of substance use disorder (SUD) treatment facilities decreased by 13 percent between 2018 and 2020.ⁱⁱ The RAND Corporation’s “[Adult Psychiatric Bed Capacity, Need, and Shortage Estimates in California—2021](#),” report, which assessed mental health facilities in California, identified an increase in the number of step-down beds as a means to alleviate the system’s restricted access. In anticipation of the 1.7 percent growth in the number of psychiatric beds needed in the next four years, the report indicates a gap of approximately 2,796 subacute beds, resulting in the inappropriate placement of individuals in the continuum of care. BHCIP Round 5: Crisis and Behavioral Health Continuum will provide much-needed funding for expanding facility capacity for crisis and behavioral health services to vulnerable Californians, including those receiving Medi-Cal.

Behavioral Health Continuum Infrastructure Program

DHCS was authorized through 2021 [legislation](#) to establish BHCIP and award \$2.1 billion to construct, acquire, and expand properties and invest in mobile crisis infrastructure related to behavioral health. DHCS is releasing these funds through six grant rounds targeting various gaps in the state’s behavioral health facility infrastructure. This is the fifth BHCIP funding round, and through it, DHCS will award \$480 million for behavioral health infrastructure projects focusing on crisis services and related behavioral health needs. Awarded grant funds for BHCIP Round 5: Crisis and Behavioral Health Continuum must be fully expended by June 2027.

Four BHCIP rounds were released in 2021 and 2022:

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



- Round 4: Children and Youth, \$480.5M

The remaining BHCIP rounds will be released in late 2022 and 2023:

- Round 5: Crisis and Behavioral Health Continuum, \$480M (current round)
- Round 6: Outstanding Needs Remaining After Rounds 3 Through 5, \$480M

Technical Assistance

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

By October 2022 and as part of the RFA process, AHP will provide pre-application consultations and technical assistance (TA) to individual Round 5: Crisis and Behavioral Health Continuum applicants. Specialized TA will be provided to counties, tribal entities, and nonprofit organizations. In addition, AHP will offer ongoing general training and TA for grantees throughout the life of the project. Applicants will submit a request for a pre-application consultation and complete a survey to indicate their understanding of the project requirements. The deadline to request a pre-application consultation will be three weeks before the application deadline.

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

Upon release of the RFA for Round 5: Crisis and Behavioral Health Continuum and in conjunction with DHCS, AHP will conduct informational webinars on topics such as strategies to serve individuals within the crisis and/or behavioral health continuums, braiding resources to ensure viability, and green/sustainable building practices. Additional information on webinars related to the RFA will be available at <https://www.buildingcalhhs.com/>. This will include topics to help address concerns related to crisis continuum capital development projects.

Eligible Entities

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

- Projects must make a commitment to serve Medi-Cal beneficiaries.
- For-profit organizations, including private real estate developers, with related prior development experience who are collaborating with nonprofit organizations, tribal entities, or counties may apply, but will be required to demonstrate a legal agreement (e.g., Memorandum



of Understanding [MOU]) with the county, tribe, city, for-profit organization, or nonprofit organization to confirm the organization’s role in the project, including that they are working on behalf of the service provider.

Eligibility Considerations

All applicants must demonstrate how their infrastructure project will expand community-based facility capacity exclusively for crisis and/or other behavioral health services in the continuum of care. Regional models or collaborative partnerships aimed at construction, renovation, and/or expansion of community-based services are encouraged to apply. Funding priority will be given to facilities that expand access to behavioral health services across the crisis continuum (see table for eligible facility types below).

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

For BHCIP Round 5: Crisis and Behavioral Health Continuum funding, three phases of project development will be considered during the evaluation of each application (see description of phases below). Applicants must be in one of the three phases, and applicants in later phases will be scored higher. All projects must meet the minimum threshold of project readiness to be awarded grant funds. Applicant projects are considered to be in a given phase of development only after they have met all the requirements in the previous phase. Required documentation will be reviewed with each applicant during the pre-application consultation process and must be submitted as part of the application.

To be eligible for BHCIP Round 5: Crisis and Behavioral Health Continuum funding, a project must demonstrate “project readiness.” The **minimum threshold requirements** for “project readiness” are as follows:

- Site control, defined as ownership, an executed Purchase and Sale Agreement (PSA), an executed Letter of Intent (LOI), or an executed Exclusive Negotiation Agreement (ENA);
- Sustainable business plan with 5-year projections of future objectives and strategies for achieving them;
- Conceptual site plan with a forecast of the developmental potential of the property;
- Stakeholder support as demonstrated by letters of support from internal boards of directors and professional/community partners;
- Demonstration of county and Medi-Cal investments to support ongoing sustainability;
- Match amount identified; and
- Initial budget, one for each phase, and a total budget for acquisition and construction.

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



- Phase 1: Planning and pre-development
 - Development team established; includes attorney, architect, and/or design-build team;
 - Site control, defined as ownership, an executed PSA, an executed LOI, or an executed ENA;
 - Basis of design; includes architectural and engineering narratives;
 - Property-specific site investigation report and due diligence; and
 - Budget with cost estimates based on site plan/drawings.

- Phase 2: Design development
 - Site control established with deed, PSA, option contract, LOI, or leasehold;
 - Site plan established with a schematic plan with architectural and engineering specifications;
 - Stakeholder support established as demonstrated by a letter from city/county/board of directors/tribal entity;
 - Able to gain building permits within six months of funding;
 - Able to close on land, after gaining building permits, within six months of funding; and
 - Able to start construction within six months of funding.

- Phase 3: Shovel ready
 - Ownership of real estate site;
 - Preliminary plan review completed, with comments received;
 - Construction drawings complete or near completion;
 - General contractor (builder) selected and ready for hire;
 - Ninety-five percent of construction drawings ready for submission for building permit;
 - Building permit issued; and
 - Able to start construction within 60 days or less.

- *Final Phase: Construction*
 Projects that rehabilitate or renovate an existing facility are allowable as long as they result in an expansion of behavioral health services for the target population. Furniture and equipment are not allowable costs.

Full funding of a proposed development project will be contingent on completion of all three phases of development planning. The planning and pre-development phase must be completed in 90 days. Construction documents need to be submitted for building permit review within six months of grant funding award.

Eligible Facility Types

The following facility types may be considered for project funding **only** if they are expanding crisis and/or behavioral health services.



Round 5: Crisis Continuum Eligible Facility Types

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| Acute Psychiatric Hospital |
| Adolescent Residential SUD Treatment Facility with a DHCS/American Society of Addiction Medicine (ASAM) Level of Care 3.5 Designation and Withdrawal Management (WM) Designation |
| Adult Residential SUD Treatment Facility with Incidental Medical Services (IMS) <u>and</u> DHCS/ASAM Level of Care 3.5 Designation only <u>or</u> with DHCS Level of Care 3.2 WM Designation only |
| Behavioral Health Urgent Care (BHUC)/Mental Health Urgent Care (MHUC) |
| Children’s Crisis Residential Program (CCRP) |
| Community Residential Treatment System (CRTS)/Social Rehabilitation Program (SRP) with the category of Short-Term Crisis Residential only |
| Crisis Stabilization Unit (CSU) |
| Mental Health Rehabilitation Center (MHRC) only with Lanterman-Petris-Short (LPS) Designation |
| Peer Crisis Respite |
| Psychiatric Health Facility (PHF) |
| Psychiatric Residential Treatment Facility (PRTF)* |
| Sobering Center (funded under the Drug Medi-Cal Organized Delivery System [DMC-ODS] and/or Community Supports) |

* Any award funding for PRTFs would be contingent on the grantee complying with future regulations and/or policies.

Round 5: Behavioral Health Continuum Eligible Facility Types

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| Acute Inpatient Hospital—medical detoxification/withdrawal management (medically managed inpatient detoxification/withdrawal management facility) |
| Acute Psychiatric Inpatient Facility |
| Adolescent Residential SUD Treatment Facility |
| Adult Residential SUD Treatment Facility |
| Chemical Dependency Recovery Hospital |
| Community Treatment Facility (CTF) |
| Community Wellness Center |
| General Acute Care Hospital (GACH) and Acute Care Hospital (ACH) |
| Hospital-based Outpatient Treatment (outpatient detoxification/withdrawal management) |
| Intensive Outpatient Treatment |
| Mental Health Rehabilitation Center (MHRC) |
| Narcotic Treatment Program (NTP) |
| NTP Medication Unit |
| Office-based Outpatient Treatment |
| Peer Respite |
| Short-term Residential Therapeutic Program (STRTP) |
| Skilled Nursing Facility with Special Treatment Program (SNF/STP) |
| Social Rehabilitation Facility (SRF) with Transitional or Long-Term Social Rehabilitation Program (SRP) |

For purposes of this funding, a Behavioral Health Urgent Care (BHUC) facility, also known as Mental Health Urgent Care (MHUC), is a walk-in center with voluntary stabilization-oriented services specific to individuals experiencing behavioral health or mental health crisis for less than 24 hours. This community-based option is typically designed to provide an alternative to emergency department visits for urgent medical needs. BHUC/MHUCs must focus on serving individuals in need of crisis services, commit to serving Medi-Cal beneficiaries, and offer some or all of the following:



- Multi-disciplinary health assessment;
- Psychiatric evaluation, diagnosis, and treatment;
- Crisis stabilization and intervention, mental health counseling, and medication evaluation;
- Direct referrals for treatment;
- Linkage to community-based solutions; and/or
- Peer support.

Facility types that are not eligible for funding:

- Correctional settings; and
- Schools.

Applicants will be expected to define the types of facilities they will operate and explain how they will expand service capacity exclusively for community-based and crisis and/or behavioral health facilities. Regional models and collaborative partnerships are strongly encouraged to apply. Consideration will be given to entities that propose facilities with new or expanded service capacity in underserved counties and regions based on the needs assessment.

All applicants must describe the local needs based on “Assessing the Continuum of Care for Behavioral Health Services in California” report and any local needs assessment used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance racial equity. Projects will be required to certify that they will not exclude certain populations, such as those who are justice-involved or children and youth in foster care. BHCIP Round 5: Crisis and Behavioral Health Continuum grantees with behavioral health facilities that offer Medi-Cal behavioral health services will be expected to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility’s expansion or construction is complete.

Funding Parameters and Use Restrictions

Applicants will be expected to develop a competitive and reasonably priced development budget that will be scored alongside applications for projects of similar setting types and sizes. In addition, scoring will take into consideration a focus on the State’s priorities, including efforts to advance racial equity and to expand services in regions and counties that currently do not have an adequate number of treatment options for crisis and/or behavioral health facilities. Funding priority will be given to facilities that expand access to behavioral health services across the crisis continuum. For proposed facilities that are not providing crisis services, applications will need to demonstrate how they are providing step-down services and/or transition of care out of acute crisis care or stabilization services.

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

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



Match

Match guidelines will be set according to applicant type.

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

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

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

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

Funding Regions

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

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

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

ⁱ Manatt Health. (2022). *Assessing the continuum of care for behavioral health services in California: Data, stakeholder perspectives, and implications*. State of California Department of Health Care Services. <https://www.dhcs.ca.gov/Documents/Assessing-the-Continuum-of-Care-for-BH-Services-in-California.pdf>, p. 89.

ⁱⁱ Budget Change Proposal 4260-175-BCP-2021-A1; 4260-195-ECP-2021-A1 (2021, April 1). State of California Department of Finance. https://esd.dof.ca.gov/Documents/bcp/2122/FY2122_ORG4260_BCP4562.pdf



| Contract | Payment Limit | MHRC | SNF/STP | Census as of 10/10 |
|---|------------------------|-------------|----------------|---------------------------|
| California Psychiatric Transitions | \$ 1,826,956.00 | X | | 7 |
| Helios | \$ 473,840.00 | | | 7 |
| <i>Idlywood</i> | | | X | 7 |
| Telecare | \$ 1,909,065.00 | | | 15 |
| <i>Villa Fairmont</i> | | X | | 2 |
| <i>Gladman</i> | | X | | 2 |
| <i>Garfield</i> | | | X | 7 |
| <i>Morton Bakar</i> | | | X | 4 |
| Mental Health Management | \$ 267,234.00 | | | 2 |
| <i>Canyon Manor</i> | | X | | 2 |
| Crestwood | \$4,189,081 | | | 83 |
| <i>Stockton</i> | | | X | 25 |
| <i>Sacramento</i> | | X | | 1 |
| <i>San Jose</i> | | X | | 2 |
| <i>Vallejo</i> | | X | | 16 |
| <i>Modesto</i> | | | X | 0 |
| <i>Bakersfield</i> | | X | | 0 |
| <i>Angwin</i> | | X | | 7 |
| <i>Fremont</i> | | | X | 5 |
| <i>Fremont Stevenson</i> | | | X | 26 |
| <i>Eureka</i> | | X | | 1 |
| <i>Redding</i> | | | X | 0 |

| | | | | |
|------------------------|-----------|-----------|------------|-------------|
| \$ 8,666,176.00 | 40 | 74 | 114 | As of 10/10 |
| | 41 | 74 | 115 | As of 9/15 |

Conservatorship Information Requested:

1. Number of people on LPS Temporary Conservatorship ---- 34 clients
2. Number of people on Permanent Conservatorship --- 182 clients
3. Of the number of people on Permanent Conservatorship; how many people were renewed? 146 clients
4. Gender of the 182 clients --- 99 male; 83 female

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-143-34
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health

Subject: Residential and Mental Health Treatment services for severely emotionally disturbed adults

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: **CALIFORNIA PSYCHIATRIC TRANSITIONS INCORPORATED**

Capacity: Corporation

Legal Address: 9226 North Hinton Avenue, Delhi, California 95315

Mailing Address: Post Office Box 339, Delhi, California 95315

3. **Term.** The effective date of this Contract is September 1, 2022. It terminates on August 31, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$1,826,956.

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 74-143-34

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
California Government Code § 26227 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 Tarano</i> FF833B9D4EC34B7...</p> <p>By _____ Chairman/Designee</p> | <p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ Deputy</p> |
|--|---|

CONTRACTOR

| | |
|--|---|
| <p>Signature A</p> <p>Name of business entity <u>California Psychiatric Transitions Incorporated</u></p> <p>DocuSigned by: <i>Dina Hackett</i> 2D49B801BF7C488...</p> <p>By _____ (Signature of individual or officer)</p> <p><u>Dina Hackett</u> <u>vice president</u> (Print name and title A, if applicable)</p> | <p>Signature B</p> <p>Name of business entity <u>California Psychiatric Transitions Incorporated</u></p> <p>DocuSigned by: <i>Julia Youga</i> A26AE4EDBDE9426...</p> <p>By _____ (Signature of individual or officer)</p> <p><u>Julia Youga</u> <u>CFO/ Controller</u> (Print name and title B, if applicable)</p> |
|--|---|

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

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



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

APPROVALS

RECOMMENDED BY DEPARTMENT

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

FORM APPROVED COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
[Signature]
By: _____
Designee

Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-143-34

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) An amount not to exceed \$ **460.00** per Client, per day, for Contractor’s provision of services as set forth in Service Plan, Paragraph 1. (Scope of Services) in accordance with Paragraph 3.a. (Mental Health Treatment).
 (2) An amount not to exceed \$ **910.00** per Client, per day, for Contractor’s provision of services as set forth in Service Plan, Paragraph 1 (Scope of Services) in accordance with Paragraph 3.b (Disruptive Behavioral Unit).
 (3) An amount not to exceed \$ **1820.00** per Client, per day, for Contractor’s provision of services as set forth in Service Plan, Paragraph 1 (Scope of Services) in accordance with Paragraph 3.b. (Disruptive Behavioral Unit), in the event a single room is agreed to by both Contractor and County.
 (4) An amount not to exceed \$ **660.00** per Client, per day, for Contractor’s provision of services as set forth in Service Plan, Paragraph 1 (Scope of Services) in accordance with Paragraph 3.c. (Diversion Program).
 (5) In the event that County’s Client receiving services hereunder requires constant one-to-one supervision to maintain them in the facility in a safe and secure manner, and as a result, Contractor requires extra staff for this increased level of service, County will reimburse Contractor an additional amount **NOT TO EXCEED \$52.00 per hour**, for a maximum of twenty-four (24) hours per day, with immediate notification and advanced authorization by the Health Services Director, or designee (Behavioral Health Services Division Director).

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.

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Contractor County Dept.

Contra Costa County
Standard Form P-1
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PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-143-34

- 3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

- 4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

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

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-143-34

1. **Scope of Services.** Contractor shall provide 24-hour Adult Psychiatric Residential Care Facility Services at its facility identified in Paragraph 3, (Service Specifications), below.
2. **Program Eligibility.** Contractor shall provide services under this Contract to adult residents of Contra Costa County who have been referred by Contra Costa Behavioral Health Services Division/Mental Health. Contractor shall make its admission and service delivery policies available to the public for inspection. A person admitted to Contractor's program pursuant to this Contract is referred to as a "Client."
3. **Service Specifications.** During the term of this Contract, Contractor shall provide residential care and mental health treatment services at its facility known as "California Psychiatric Transitions" located in Delhi, California. Contractor's program shall be carried out as set forth in the Work Plan for this Contract, which is incorporated herein by this reference, a copy of which is on file in the office of the County's Mental Health Director, located at 1340 Arnold Drive, Suite 200, Martinez, and a copy of which County has furnished to Contractor. Contractor's services shall include, but are not limited to the following:

A. Mental Health Treatment

- i. Residential care, including a structured living environment with an emphasis on activity;
- ii. Mental health treatment by Contractor's psychiatrist and experienced group leaders, consultants, and psychiatric personnel, as required;
- iii. Psychiatric medication management, including, but not limited to, Clozaril and/or Prolixin Decanoate, as required;
- iv. Individual and group therapy sessions, and as needed, anger management, creative writing, co-dependency, moods and feelings, nourishing the soul, meditation and relaxation, and coping skills group sessions;
- v. Independent living skills, money management, social skills, and medication awareness training;
and
- vi. Supervised outings into the community.

B. Disruptive Behavioral Unit (DBU)

- i. Accommodate and assist more acutely mentally ill clients who struggle with behaviors that are often severely disruptive and counterproductive to treatment;
- ii. Weekly group therapy sessions, to facilitate and promote insight through the group dynamic process;
- iii. Mental health treatment by Contractor's forensic psychiatrist to address problematic behaviors, participate in treatment planning and review medications; *and*
- iv. Assist clients in creating, understanding, and meeting treatment goals in addition to advocating for personal needs such as legal, financial and relational.

C. Diversion Program

- i. Accommodate and assist clients who have been incarcerated facing charges of either misdemeanor or felony and are unable to stand trial due to a mental illness or a mental illness with a co-occurring developmental disability;

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-143-34

- ii. Provide a daily program to assist clients with rudimentary skills, including activities of daily living and interactive/cognitive groups, as well as comprehensive treatment plans designed to address their individual mental health needs;
 - iii. Provide specific training sessions addressing competency restoration, focusing on such topics as an understanding of courtroom proceedings, penalties, charges and defenses, legal terminology and various tests used to determine levels of competency;
 - iv. Examine the progress of each client as it pertains to their needs and gauge their varying levels of competency and individual successes; *and*
 - v. At the conclusion of specific training sessions, Contractor will determine the competency of client, based on the competency assessment, the client may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered.
4. **Client Day Definition.** A client day for payment and reporting purposes is defined as one calendar day, 24 hours, during which Contractor provides program services to a Client under this Contract.
5. **County Obligations.** County agrees to sign Contractor's admission agreement, Part I and Part II for each Client the County places at Contractor's facility located in Delhi, California and will adhere to the admission agreement.
6. **Reports.** Contractor will prepare and submit to County such periodic performance progress reports as may be required by County's Health Services Director or the Director's designee.
7. **Clients' Rights.** Contractor must comply with existing regulations regarding patients' rights and with any new regulations promulgated by the California Department of Healthcare Services and any Federal or local governmental authority during the term of this Contract; including, but not limited to, the Welfare and Institutions Code, Division 5, Part I, and the California Code of Regulations, Title 9, Division 1, Chapter 4.
8. **Licensing Requirements**
 - A. Contractor's program shall be conducted in a facility which is at all times compliant with all licensing regulations for a Skilled Nursing Facility (SNF)⁷, including, but not limited to, 22 C.C.R. § 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with County staff.
 - B. Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.
9. **Third-Party Payment Liability.** Contractor will be 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 subcontractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and/or facilities under this Contract. In no event will County be responsible for any payments due from

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 Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-143-34

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

- 10. **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.
- 11. **Quality Assurance and Utilization Review Requirements.** Contractor will comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review of services provided by this contract, 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.
- 12. **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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Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 74-143-34

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. **Modifications of Indemnification.** General Conditions, Paragraph 18 (Indemnification), is hereby deleted and replaced with a new Paragraph, to read as follows:

“18. **Indemnification.**

- a. Contractor agrees to defend, indemnify, and hold harmless the County including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.
- b. County agrees to defend, indemnify, and hold harmless Contractor, including all of its boards, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by County, save and except claims or litigation arising through the sole negligence or wrongdoing and/or

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Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 74-143-34

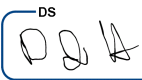

sole willful misconduct of Contractor. County agrees to waive all rights of subrogation against Contractor for losses arising directly or indirectly from the activities and/or work covered by this contract.”

- 3. **Modifications of Required Audit.** General Conditions, Paragraph 27 (Required Audit), is hereby deleted and replaced with a new Paragraph, to read as follows:

“27. **Required Audit.**

Contractor warrants and represents that it is a for-profit entity. The parties acknowledge that under the guidelines issued by the Office of Management and Budget (OMB) in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“OMB Super Circular” or “Omni Circular”) provides that for a for-profit subrecipient is not a Non-Federal entity that is subject to the audit requirements under 2 CFR section 200.501.

The parties agree that the County’s review of Contractor’s contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively “Documentation”) shall be limited to that Documentation that relates to the performance, evaluation, or monitoring of or compliance with contractual, statutory, or regulatory, requirements regarding the services provided by the Contractor under this Agreement. Nothing contained herein shall be deemed to otherwise grant any right to the County to review the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.”

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Contractor County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

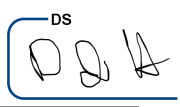
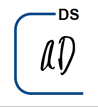
GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

| | |
|---|---|
|  |  |
| Contractor | County Dept. |

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

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

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

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

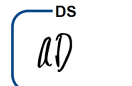
8. **Modifications and Amendments.**

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

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.

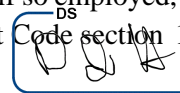
11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

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



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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

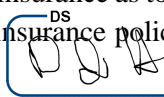
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

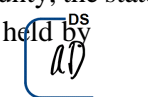
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by


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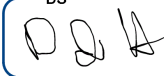

County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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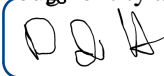
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
Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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



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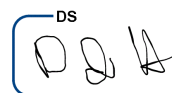
Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- 28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

- 29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



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HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number **74-143-34** (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
 orPrivacy.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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- 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]

baa 11-8-17 v1.doc

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Contractor County Dept.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 24-933-45
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Subacute skilled nursing care for County’s Severe and Persistently Mentally Ill (SPMI) and Neurobehavioral clients

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: **CRESTWOOD BEHAVIORAL HEALTH, INC.**
Capacity: Corporation
Address: 520 Capitol Mall, Suite 800, Sacramento, California 95814

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed **\$ 4,189,081.**

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

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

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

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

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
Welfare and Institutions Code §§ 5600, et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, §§ 523, et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

| | |
|--|---|
| <p>Name of business entity</p> <p><u>Crestwood Behavioral Health, Inc.</u></p> <p><small>DocuSigned by:</small> <i>Elena Mashkevich</i> <small>C2FCF433A5064D2...</small></p> <p>By _____ (Signature of individual or officer)</p> <p><u>Elena Mashkevich</u> Executive Director of <u>Contra Costa County</u> (Print name and title A, if applicable)</p> | <p>Name of business entity</p> <p><u>Crestwood Behavioral Health, Inc.</u></p> <p><small>DocuSigned by:</small> <i>[Signature]</i> <small>13F8F90E02CB4CC...</small></p> <p>By _____ (Signature of individual or officer)</p> <p><u>Maria Stefani</u> CFO (Print name and title B, if applicable)</p> |
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

Number 24-933-45

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public

Place Seal Above

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

APPROVALS

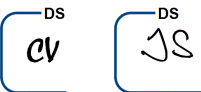
RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

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

*County Council approval not required
per September 12, 2006 Board Order*
By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR
DocuSigned by:
Suzanne Tarano
D76D07FD2C73454...
By: _____
Designee



Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 24-933-45

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. In accordance with the rates specified in the attached Exhibit A (Fee Schedule) which is incorporated herein by this reference.

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 designee, County will make payments as specified in Paragraph 1 (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

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

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

I. PURPOSE. The purpose of this Contract is for Contractor to assist Contra Costa County to efficiently and effectively manage limited resources by providing an alternative to placement of patients in state hospitals or acute hospital setting.

II. SCOPE OF SERVICES.

- A. A person admitted into Contractor’s facility under this Contract shall hereinafter be referred to as a “Client.”
- B. A Client with a co-occurring diagnosis of dementia or other brain disorder shall be enrolled in Contractor’s Neurobehavioral Program care and treatment, as authorized by the County’s Behavioral Health Services Division’s Director, or designee.
 - 1. All Clients must be authorized by County’s Behavioral Health Services Division’s Director, or designee, prior to admission to Contractor’s facilities; *and*
 - 2. Admission and continued stay criteria is further detailed in paragraphs VII, below.
- C. Contractor shall provide those services detailed in paragraph VIII. (Service Specifications), below.
- D. Contractor’s basic services shall include reasonable access to required medical treatment and up-to-date psychopharmacology, bilingual/bicultural programming, and transportation to needed off-site services.
- E. Contractor will perform its services in accordance with directions issued by the State Department of Health Care Services.

III. FINANCIAL STATEMENT AND COST REPORT.

- A. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract. Contractor will have the financial statement and the cost report reviewed and verified by an independent Certified Public Accountant and will submit said financial statement and cost report, together with the Certified Public Accountant’s verification, to County not later than seventy-five (75) days following the expiration or termination of this Contract, whichever comes first. The financial statement and cost report are required for information only and will not be used by County to adjust payments made to Contractor during the term of this Contract.
- B. **Penalty for Late Submission of Financial Statement and Cost Report.** In the event Contractor fails to submit an accurate and complete financial statement and cost report within seventy-five (75) days following the earlier of the expiration or termination of this Contract, (such expiration or termination, the “Termination Date”), Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

financial statement and cost report is late (the "Late Penalty"). The Late Penalty shall commence on the seventy-sixth (76th) day following the Termination Date of the Contract. If Contractor does not submit an accurate and complete financial statement and cost report by the one hundred and twentieth (120th) day following the Termination Date of this Contract, Contractor shall pay to County, upon demand, all amounts covered by the outstanding financial statement and cost report and paid by County to Contractor in the fiscal year for which the financial statement and cost 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.

IV. AUDIT REQUIREMENTS. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within one hundred eighty (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.

V. LICENSING REQUIREMENTS.

- A. Contractor's program shall be conducted in a facility which is at all times compliant with all licensing regulations for a SNF, including, but not limited to, 22 C.C.R. § 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with County staff.
- B. Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.
- C. Contractor warrants that its facilities are wheelchair accessible.

VI. PRIOR AUTHORIZATION FOR ADMISSION.

- A. Contractor shall obtain prior authorization from County before admitting any Contra Costa County patient to its treatment program.
- B. County shall appoint a liaison who shall provide Contractor with a completed authorization form prior to each patient admission.
- C. A patient may be admitted without a completed authorization form on the basis of verbal authorization from County's liaison by mutual consent of County and Contractor, provided

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

County supplies Contractor with a completed form within three (3) days from the date of admission.

VII. ADMISSION AND CONTINUED STAY CRITERIA. Contractor shall admit patients with a Diagnostic and Statistical Manual of Mental Disorders (DSM V) diagnosis, subject to bed availability and in accordance with the Admission Policies set forth below, and with the following criteria:

- A. Admission for contracted services shall occur only upon the order of a licensed physician, with approval of County representative(s);
- B. Admission shall be available only to individuals in need of twenty-four (24) hour skilled nursing services, treatment and observation of mental illness, or other related disorders. Individuals with exclusively physical illnesses shall not be admitted;
- C. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower level of care. Such symptoms may include suicidality, combativeness, elopement risk, and verbal abusiveness;
- D. Clients exceeding the capabilities of the facility shall not be admitted;
- E. Contractor reserves the right to conduct a pre-admission interview:
 - 1. Contractor shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements;
 - 2. Contractor shall conduct an interview with County-referred Clients, make a decision regarding admission of the Client, and notify County of its decision within three (3) working days of County's referral; *and*
 - 3. Contractor shall notify County in writing of a denied admission and shall include Contractor's reasons for the denial. For purposes of this Contract, notice through facsimile or email is acceptable.
- F. County may appeal Contractor's denial of an admission:
 - 1. In the event of a denied admission, Contractor shall cooperate with County's liaison in the formal review of the denied admission;
 - 2. County will notify Contractor of its decision to appeal within three (3) working days of County's receipt of Contractor's written denial; *and*
 - 3. County and Contractor will cooperate to arrange a meeting of its representatives as soon as practicable to review and discuss the denial and to seek resolution of the issues so that, upon mutual agreement of the parties, Contractor may admit the Client to its facility.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

- G. Contractor shall provide its services, benefits and facilities to Clients without regard to race, religion, national origin, sex, sexual orientation, gender, gender identity, age or physical or mental disability. Contractor shall not categorically deny admission of wheelchair-bound patients; *and*
- H. Contractor may transfer Clients among facilities within a contracted corporation, provided that:
1. Contractor has obtained written authorization of County;
 2. Contractor has complied with paragraph VI. (Prior Authorization for Admission), above; *and*
 3. Contractor has notified and obtained mutual consent and appropriate input from the Client's conservator, significant family members, County liaison, and specified individuals involved with Client's treatment and support.

VIII. SERVICE SPECIFICATIONS.

- A. **Basic Title 22 Skilled Nursing Facility/Special Treatment Program (SNF/STP) Services.** Contractor's basic SNF/STP treatment services shall include an individualized program which shall be based on the specific needs of each patient. Individual patient needs shall be identified through patient assessments and a structured training regimen with individualized therapy to assist Clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. Contractor's services hereunder shall include, but are not limited to:
1. **Special Treatment Program.** Contractor shall provide the following special rehabilitation program services:
 - a. **Self-Help Skills Training.** Contractor shall provide self-help skills training, which shall include, but are not limited to, the following subjects:
 - (1) Re-education of Clients in Activities of Daily Living;
 - (2) Supervision of medications and education regarding medications;
 - (3) Money management;
 - (4) Use of public transportation;
 - (5) Use of community resources;
 - (6) Behavior control and impulse control;
 - (7) Frustration tolerance/stress management;
 - (8) Mental health/substance abuse education;
 - (9) Physical education; *and*
 - (10) Health education, e.g., AIDS, smoking, etc.
 - b. **Behavioral Intervention Training.** Contractor shall provide behavioral intervention training, which shall include, but are not limited to, the following subjects:

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| Contractor | County Dept. |

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-933-45

- (1) Behavior modification modalities;
- (2) Re-motivation therapy;
- (3) Patient government activities;
- (4) Group counseling; *and*
- (5) Individual counseling.

c. **Interpersonal Relationships.** Contractor shall provide opportunities for interpersonal relationships, which shall include, but are not limited to:

- (1) Social counseling;
- (2) Educational and recreational therapy; *and*
- (3) Social activities such as outings and dances.

d. **Pre-vocational Preparation Services.** Contractor shall provide pre-vocational preparation services, which shall include, but are not limited to, the following activities:

- (1) Homemaking;
- (2) Work activity; *and*
- (3) Vocational counseling.

e. **Pre-release Planning.** Contractor shall provide the following pre-release planning services:

- (1) Preparation for alternative (out-of-home) living;
- (2) Linkage to medical services in the community, as needed;
- (3) Medications needed at time of discharge; *and*
- (4) Linkage to County Case Management services.

B. **“Patch” Intensive Treatment Program (ITP).** Contractor shall provide Intensive Day Treatment Programs (ITPs) at its facilities for the care of Seriously Mentally Ill (SMI) Clients who, because of the severity of their mental illness, may have a concurrent medical problem(s) that require additional services, and at times, more intense supervision and specialized treatment plans. Contractor’s ITP services provide an alternative to, and diversion from, State hospital placement of those Clients who, without the ITP, would require State hospitalization.

1. **ITP Program Services.** Contractor’s ITP program services shall include, but are not limited to, the following:

a. Specialized medical treatment for specified medical conditions that prevent placement at a lower level of care, including, but not limited to:

- (1) Pregnancy, up to the seventh month; *and*
- (2) Chronic medical problems that are exacerbated by unstable mental status, such as brittle diabetes.

Initials:

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| DS <i>EM</i> | | DS <i>ST</i> |
| Contractor | | County Dept. |

SERVICE PLAN

Number 24-93345

- b. Treatment regimen for Clozapine patients;
- c. Focused intervention for SMI Clients with severe substance abuse problems;
- d. Treatment for SMI Clients who are HIV-infected;
- e. Adequate supervision for sexually vulnerable Clients who lack judgment and insight and/or whose poor impulse control due to the severity of their mental illness, results in their being sexually vulnerable;
- f. Treatment for those Clients who, because of known and identified behaviors, have “burned their bridges” and would not be treated without the benefit of the ITP;
- g. Treatment for those Clients who have previously been assaultive, but who have not been assaultive for two (2) weeks; *and*
- h. Linguistically and culturally relevant services for non-English-speaking, monolingual Clients. Contractor shall arrange for translator services for said Clients.

2. **General Staffing.**

- a. With the initial and continuing approval of County, Contractor shall assign to its ITP program appropriately trained and experienced staff who shall work exclusively for the ITP program, and who will act as Contractor’s Treatment Team. Contractor’s personnel records shall document the skills and experience of each staff member it assigns to the ITP program and shall identify ITP staff in each facility’s organization chart.
- b. Contractor shall also hire a psychiatrist to provide Special Psychiatric Services as part of the fee rate set forth in the Payment Provisions of this Contract. Said Special Psychiatric Services shall be utilized for activities which are not eligible for payment under the Medi-Cal program, and shall include such activities as Treatment Team planning meetings, consultation with program staff and with County’s Liaison, family counseling, meetings with facility and County staff with regard to program development, and activities related to the legal status of Clients, as set forth below. In addition, Contractor shall arrange for non-salaried physicians to provide psychiatric and medical services on a Medi-Cal fee-for-service basis, payable by the Medi-Cal program and at no cost to the County under this Contract.
- c. Contractor shall provide new ITP staff with at least twenty (20) hours of orientation and training, and shall provide all ITP staff with ongoing training at the minimum rate of one (1) hour per week, prorated for part-time staff. As requested by County’s Behavioral Health Services Division’s Director or his/her designee, Contractor’s ITP staff shall attend outside training activities.
- d. Contractor shall provide for its staff regularly scheduled clinical supervision groups which shall be conducted by mutually agreed upon professionals.

Initials: DS
EM DS
ST
Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

- e. Contractor shall obtain written approval from County's Behavioral Health Services Division's Director or his/her designee prior to making any changes in its ITP staffing.
3. **Program Management.** Subject to written approval by County, Contractor shall provide a qualified Program Manager with mental health experience and training, who shall:
- Act as Contractor's primary contact person for County's Liaison;
 - Coordinate the various services provided by Contractor; *and*
 - Assist other Contractor staff in developing and implementing contract services.
4. **Treatment Team.** The activities of the Contractor's Treatment Team shall include, but are not limited to, the following:
- Clinical Information.**
 - Contacting and/or receiving calls from previous or current service providers (case manager, conservator, therapist, etc.) during a patient's course of treatment at Contractor's facility;
 - Relaying pertinent clinical information upon discharge to the next service provider (Board and Care operator, day treatment program, etc.); *and*
 - Relaying, as soon as possible, clinical information to an acute psychiatric service to which a patient may be transferred.
 - Assessment, Diagnosis, and Individual Treatment Plan.**
 - Contractor's Treatment Team shall meet at least weekly to review the progress of Clients included in the Intensive Day Treatment Program. The Team shall develop an Intensive Treatment Plan (ITP) for each Client within State- and Federally-mandated time frames;
 - The ITP shall include a plan that identifies appropriate referrals for neurological, psychological and medical assessment for conditions which may be a factor in the Client's functioning or which may need treatment follow-up. Each ITP shall be revised by Contractor at least quarterly, and more often if appropriate; *and*
 - County's Liaison will participate in the Treatment Team's weekly meetings.
 - Individual Treatment.** Contractor shall provide individual counseling to appropriate Clients by staff who are licensed or supervised-license-eligible.

Initials: EM ST
Contractor County Dept.

SERVICE PLAN

Number 24-93345

- d. **Treatment and Education Directed Toward Family and Significant Others.**
- (1) Contractor shall provide a Family Therapy Specialist who is a Licensed Marriage, Family and Child Counselor and who shall have regularly scheduled evening and weekend hours;
 - (2) The Family Therapy Specialist shall provide intervention, counseling and education for Clients and their families and/or significant others for those Clients in need of examining and restructuring relationships with significant others;
 - (3) The Therapist shall place emphasis on soliciting input from family members and significant others when collecting data for treatment plan development and on educating family/significant others about how they can support the treatment process; *and*
 - (4) The Therapist shall conduct monthly group activities for Clients, and shall invite family members and significant others. Said monthly group activities shall be held at least two (2) times a year at a location within Contra Costa County.
- e. **Substance Abuse Treatment.** Contractor shall provide a Master's Degree level staff member trained in substance abuse treatment who will provide a program of counseling and education for Clients and families. This staff person shall have regularly scheduled evening and weekend hours.
- f. **Certified Nursing Assistants.** Contractor shall provide, at all applicable facilities, Certified Nursing Assistants whose duties shall include, but not be limited to, the following:
- (1) Observe and assist patients with personal hygiene and grooming;
 - (2) Encourage patients to participate in activities of daily living and program activities; *and*
 - (3) Other activities as assigned by program/nursing staff.
- g. **Activity Specialists.** Contractor shall provide, at all applicable facilities, Bachelor's degree level staff trained in the provision of occupational and/or recreational therapy programs. The Activity Specialists shall provide a variety of educational, problem solving, "hands on" re-entry groups. The focus of these activities shall be to promote socialization and improve self-help skills for Clients in order to increase the likelihood of successful community reintegration when the Client is discharged (i.e., re-enters the community).
- h. **Medication Group Sessions.** Contractor shall conduct a weekly medication group session for Clients. Contractor shall attempt to increase Client empowerment and to improve informed consent in the area of medication, so

Initials: EM ST
Contractor County Dept.

SERVICE PLAN

Number 24-93345

that by the time Clients are ready for discharge to the community, the level of medication will be within a range which is appropriate for Clients living in the community.

- i. **Case Monitoring.** The Treatment Team and the designated County Liaison shall review all ITP Clients on a scheduled, regular basis by facility staff and designated County Liaison.
 - j. **Psychological Testing.** Contractor shall provide psychological testing that is not covered by Medi-Cal if the Treatment Team determines that such testing is necessary.
 - k. **Use of ITP Staff.** In the event that any of the ITP staff described above has time available during which he/she is not involved in an activity related to his/her assigned specialized activity, he/she shall use that time to work directly with individual patients as part of Contractor's treatment milieu. The hours during which specialized staff performs non-specialized duties may be a regularly scheduled part of the employee's workweek.
5. **Client Participation Motivation.** Whenever possible, Contractor's program shall include passes, rewards, and other incentives and approaches to maximize Client participation in the program.
 6. **ITP Program Schedule.** A daily program schedule (24-hour schedule) shall be submitted by Contractor for County's approval. This schedule may be modified upon the mutual consent of Contractor and County.

C. **Discharge Criteria and Planning.**

1. **Routine Discharges.** Contractor shall initiate discharge planning at the time of admission and the planning shall continue throughout the Client's stay. The treatment team, under the coordination of the SNF Program Director, shall assist in establishing an effective support network and outpatient services as available. The SNF Program Director shall coordinate his/her work with the Client's physician, responsible party, County Liaison, and appropriate social service agencies in planning and effecting transfers or discharges. Records concerning discharges shall include, but may not be limited to, the following:
 - a. Discharge plans and goals shall be documented in the Client's record at admission and shall be updated quarterly;
 - b. Continuing re-evaluation of each Client's discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations;
 - c. Contractor shall provide discharge summaries to County's designated liaison within thirty (30) days of Client's discharge from the facility; and

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ST
Contractor County Dept.

SERVICE PLAN

Number 24-93345

d. Contractor shall notify County of every regular discharge within 24 hours of discharge.

2. **Unanticipated Discharges.** In the event of unanticipated discharge, Contractor shall notify the Client’s physician and County’s representative within 24 hours of Client’s discharge. In the event that such discharge occurs after normal business hours, Contractor may contact County’s Psychiatric Emergency Service at Contra Costa Regional Medical Center and Health Centers.

a. Contractor shall make its best efforts to assist County and Client’s physician with an orderly transfer and shall provide County with advance notice of Client’s impending discharge, if possible.

b. Contractor’s nursing notes shall provide the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the Client to the receiving facility.

c. In the event that a Client becomes Absent Without Leave (AWOL) Contractor shall notify the County Crisis Unit, the attending physician, and County’s Liaison no later than twelve (12) hours after a Client becomes AWOL.

3. **Other Discharge Criteria.**

a. In no case shall Contractor discharge Clients for exhibiting symptoms ordinarily attributed to mental disease, e.g., lack of motivation. Clients who are uncontrollably and persistently violent or who set fires may be considered for discharge after discussion and coordination with County’s Behavioral Health Services Director or his/her designee.

b. Clients shall be discharged from the facility only upon the written order of the attending physician or the Medical Director.

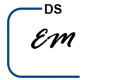
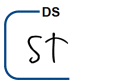
c. If a Client has been voluntarily admitted to the facility and wishes to leave the facility without the order of his/her physician, the Client must sign a statement acknowledging departure from the facility without a written physician order.

d. In the case of an untoward incident, e.g., injury or death of a Client, the attending physician, and County’s Liaison shall be notified immediately. Contractor shall provide a written report of the incident to County’s Liaison and the attending physician within forty-eight (48) hours of the incident.

e. Upon discharge or death of the Client, Contractor shall refund:

(1) Any unused funds received by the facility for the Client’s bill to the payor source within 30 days;

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| Contractor | County Dept. |

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

- (2) Any entrusted funds held in an account for the Client to the Client within three normal banking days; and
- (3) Any money or valuables which were entrusted by the Client to the care of the facility and stored at the facility shall be returned to the Client upon demand in exchange for a signed receipt.

D. Case Management.

1. Contractor shall provide ongoing assessment of need for case management. Each Client shall be reviewed by the treatment team upon admission and at least quarterly to assure that all Client needs are met.
2. The SNF Program Director, or designee shall contact the County-designated Case Management staff/liaison or Conservator when services are required. Support staff shall hold regularly-scheduled meetings.
3. Subject to appropriate approvals for release of information, Client records shall be available to County's Liaison and County's Utilization Review Staff, as needed.

E. Medical Care of Clients.

1. **Emergency Care.** In the event of a medical emergency, the Contractor shall arrange for the Client to be treated at the nearest medical facility which can provide definitive treatment of the Client's problem. When the Client is stabilized, Contractor shall notify the Client's Conservator and County's Liaison.
2. **Non-Emergency Care.** In the event that a Client requires medical care of a non-emergent nature, and the cost of such service may exceed \$2,000, Contractor must notify the Client's Conservator and the Behavioral Health Services Department's Medical Director prior to authorizing such care.

- F. **Bilingual/Bicultural Programming.** Contractor shall be responsible for using available staff resources to provide Bilingual/Bicultural programming which shall include, but may not be limited to: providing services to non-English-speaking Clients in their own languages and providing services that incorporate the cultural background of the Client, taking into consideration the language, family structure, religion, nutritional habits, belief system, or other cultural needs of the Client.

IX. REPORTING OF SERVICES. Contractor shall report daily and/or monthly to County via electronic transmission (Modem or FAX) in a format specified by County. Reports shall include, but may not be limited to, the following:

- A. Daily census detail including admissions, discharges and transfers within facilities; *and*
- B. Monthly summary statistics on diagnoses, average length of stay, and medication utilization.

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EM DS
ST
Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 2493345

- X. QUALITY ASSURANCE AND UTILIZATION REVIEW REQUIREMENTS.** Contractor shall comply with requirements and procedures established by the State, County, and Federal governments for quality assurance and utilization review, including, but not limited to, submission of periodic quality assurance reports to County; staff assignments for utilization review and coordination of duties; use of standardized case record and treatment planning forms; peer review; and medication monitoring. In addition, Contractor shall allow County-designated employees access to Contractor's medical records for its Clients.
- XI. PSYCHOPHARMACOLOGY.** Contractor shall, through its Medical Director, maintain appropriate medication regimens for its Clients. Contractor's Medical Director, or designated Psychiatrist, shall be well-versed in the clinical indications for, and use of, effective medications including Clozapine and/or other innovative treatments of mental disease.
- XII. CONSERVATORSHIP HEARINGS.** Contractor shall make its best efforts to ensure that Client's attending physician, or his/her designee, attend conservatorship hearings.
- XIII. SERVICE UNIT DEFINITION.** A unit of service for payment and reporting purposes shall be known as one "Client-day" which is defined as one calendar day during which Contractor provides program services to a Client under this Contract, except that the day of a Client's discharge from the program shall not be considered a "Client-day", and Contractor shall not charge County for that calendar day.
- XIV. THIRD-PARTY PAYMENT LIABILITY.** Contractor will be 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 subcontractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and/or facilities under this Contract. In no event will 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.
- XV. ADJUSTMENTS FOR ERRONEOUS DEMANDS AND PAYMENTS.**
- A. If any payments are demanded by Contractor in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, bulletins, and circulars), or if County determines that any payment amounts received by Contractor are erroneous or otherwise invalid, County may deduct the amount of such erroneous payments from payments otherwise payable to Contractor in order to recover any such amount erroneously paid in the current or preceding fiscal years.

No such action taken by County shall entitle Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant, or Client, including Contractor's staff. Any such reduction in services may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, Contractor shall reimburse County for any such erroneous payments which are in violation of this Contract.

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-93345

- B. Contractor shall indemnify County full and completely for any repayment of funds made by the County to the State or Federal governments after it has been determined that such repayment is required from the County due to erroneous, unauthorized or illegal payment demands by Contractor. The State or Federal government's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.

Initials:  
Contractor County Dept.

Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 24-933-45

1. **Modification of Indemnification.** Paragraph 18. (Indemnification), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

“18. **Indemnification.**

- a. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR’s officers, directors, agents, employees or subcontractors.
- b. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY’s Board of Supervisors, officers, directors, agents, employees or volunteers.
- c. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY’s Board of Supervisors, and CONTRACTOR’s subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY’s Board of Supervisors and CONTRACTOR’s subcontractors.”

2. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

“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. **Liability Insurance.** Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of **\$ 1,000,000** 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 shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker’s

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| Contractor | County Dept. |

Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 24-933-45

compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

- b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** Contractor shall provide the 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 the 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 shall provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.
- 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 **\$6,000,000** 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."

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FEE SCHEDULE

During the term of the Contract, subject to the Contract Payment Limit, County shall pay Contractor at the following fee rates for County-authorized Clients who are admitted to, and receive care and treatment in, Contractor’s facility:

- A. Crestwood Manor – Stockton SNF/STP (Facility #1104/Provider #0045), located at 1130 Monaco Court in Stockton:
 - 1. Medi-Cal Published Rate: for CY 2022-23 \$316.83 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 care and treatment authorized by County;
 - 2. Medi-Cal Published Rate minus cost of raw food; for CY 2022-23 \$307.90 per Client per unit of service for non-Medi-Cal eligible Clients who are on leave/bed hold as indicated in Title 22 and authorized by the County;
 - 3. \$ 28.00 per Client per unit of service for geriatric clients;
 - 4. \$ 40.00 per Client per unit of service for Clients who need special medical attention (i.e., oxygen);
 - 5. \$ 42.00 per Client per unit of service for Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 SNF care and treatment authorized by County;
 - 6. \$ 67.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services;
 - 7. \$ 97.00 per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services; and
 - 8. \$ 129.00 per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services which are over-and-above Contractor's Basic Title 22 SNF/STP services.

- B. Crestwood Center – Sacramento MHRC (Facility #1106/Provider #0043), located at 2600 Stockton Boulevard in Sacramento:
 - 1. \$321.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County;
 - 2. \$354.00 per Client per unit of service for Clients who are enrolled in and who receive “Patch” Intensive Treatment Program (ITP) services, which are over-and-above Contractor’s Basic Title 9 MHRC services;

Initials: DS
EM DS
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Contractor County Dept.

EXHIBIT A
Number 24-933-45

3. \$389.00 per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services;
 4. \$ 30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service; and
 5. Bed Hold or Leave of Absence Rate: Client's daily rate minus cost of raw food (\$8.93) per client per day for beds which are unoccupied as a result of an approved temporary client absences as determined by Contractor and County to be appropriate.
- C. Crestwood Behavioral Health Center - San Jose MHRC (Facility #1107/Provider #0044), located at 1425 Fruitdale Avenue in San Jose:
1. \$331.00 per Client per unit of service for Clients who are enrolled in and who receive the Contractor's Basic Title 9 MHRC care and treatment authorized by County;
 2. \$340.00 per Client per unit of service for Clients who are pregnant and enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County;
 3. \$424.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services;
 4. \$30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service; and
 5. Bed Hold or Leave of Absence Rate: Client's daily rate minus cost of raw food (\$8.93) per client per day for beds which are unoccupied as a result of an approved temporary client absence, as determined by Contractor and County to be appropriate.
- D. Crestwood Recovery and Rehab – Vallejo MHRC (Facility #1141/Provider #0046), located at 115 Oddstad Drive in Vallejo:
1. \$276.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 SNF/STP/Title 9 MHRC care and treatment authorized by County;
 2. \$294.00 per Client per unit of service for geriatric Clients who are enrolled in and who receive enhanced "Patch" ITP services, which are over-and-above the Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services;
 3. \$332.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services;

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| Contractor | County Dept. |

EXHIBIT A
Number 24-933-45

4. \$391.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced "Patch" ITP services, which are over-and-above the Contractor's Basic Title 22 SNF/STP/Title 9 MHRC services;
 5. \$30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service; and
 6. Bed Hold or Leave of Absence Rate: Client's daily rate minus cost of raw food (\$8.93) per client per day for beds which are unoccupied as a result of an approved temporary client absence, as determined by Contractor and County to be appropriate.
- E. Crestwood Manor – Modesto SNF/STP (Facility #1112/Provider #0041), located at 1400 Celeste Drive in Modesto:
1. Medi-Cal Published Rate: for CY 2022-23 \$349.57 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 care and treatment authorized by County;
 2. Medi-Cal Published Rate minus cost of raw food: for CY 2022-23 \$340.64 per Client per unit of service for non-Medi-Cal eligible Clients who are on leave/bed hold as indicated in Title 22 and authorized by the County;
 3. \$28.00 per Client per unit of service for geriatric clients;
 4. \$67.00 per Client per unit of service for Clients who are enrolled in and who receive the "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services.
 5. \$97.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services; and
 6. \$129.00 per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services.
- F. Crestwood Center - Bakersfield MHRC (Facility #1115), located at 6700 Eucalyptus Drive, Suite A in Bakersfield:
1. \$319.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County;
 2. \$354.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 9 MHRC services;
 3. \$389.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22/SNF/STP/Title 9 MHRC services;

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EXHIBIT A
Number 24-933-45

4. \$450.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced “Patch” ITP services, which are over-and-above Contractor's Basic Title 9 MIST services;
 5. \$30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service; and
 6. \$720.00 (1:1) per Client per unit of service for Clients who are enrolled in and who receive enhanced “Patch” ITP services, which are over -and-above Contractor’s Basic Title 9 MHRC services.
- G. Crestwood Center – Angwin MHRC (Facility #1116/Provider #0038), located at 295 Pine Breeze Drive in Angwin:
1. \$249.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 9 MHRC care and treatment authorized by County;
 2. \$302.00 per Client per unit of service for Clients who are enrolled in and who receive “Patch” Intensive Treatment Program (ITP) services, which are over-and-above Contractor’s Basic Title 9 MHRC services;
 3. \$380.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced “Patch” Intensive Treatment Program (ITP) services, which are over-and-above Contractor’s Basic Title 22 SNF/STP/Title 9 MHRC services;
 4. \$30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service; and
 5. Bed Hold or Leave of Absence Rate: Client’s daily rate minus cost of raw food (\$8.93) per client per day for beds which are unoccupied as a result of an approved temporary client absence, as determined by Contractor and County to be appropriate.
- H. Crestwood Treatment Center – Fremont SNF (Facility #1120/Provider #0040), located at 2171 Mowry Avenue in Fremont:
1. Medi-Cal Published Rate: for CY 2022-23 \$406.13 per Client per unit of service for non-Medi-Cal Clients who are under the age of sixty-five (65) who are enrolled in and who receive the Basic Title 22 care and treatment authorized by County;
 2. \$397.20 per Client per unit of service for non-Medi-Cal Eligible Clients who are on leave/bed hold as indicated in Title 22 and authorized by County; and
 3. \$154.00 per Client per unit of service for Clients who are enrolled in and who receive Contractor’s Neurobehavioral Program care and treatment authorized by County.

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EXHIBIT A
Number 24-933-45

I. Crestwood Manor – Fremont SNF/STP (Facility #1134/Provider #0073), located at 4303 Stevenson Boulevard in Fremont:

1. Medi-Cal Published Rate for CY 2022-23 \$400.43 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 care and treatment authorized by County;
2. \$391.50 per Client per unit of service for non-Medi-Cal eligible Clients who are on leave /bed hold as indicate in Title 22 and authorized by County;
3. \$28.00 per Client per unit of service for geriatric Clients;
4. \$36.00 per Client per unit of service for Clients who are under the age of sixty-five (65);
5. \$67.00 per Client per unit of service for Clients who are enrolled in and who receive “Patch” Intensive Treatment Program (ITP) services, which are over-and-above Contractor’s Basic Title 22 SNF/STP services;
6. \$106.00 per Client per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services; and
7. \$154.00 per Client (higher acuity) per unit of service for Clients who are enrolled in and who receive enhanced "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services.

J. Crestwood Behavioral Center – Eureka MHRC (Facility #1110), located at 2370 Buhne Street in Eureka:

1. \$334.00 per Client per unit of service for Clients who are enrolled in and who receive the Basic Title 22 SNF/STP care and treatment authorized by County; and
2. \$30.00 per hour for clients placed on 1:1 service. The need for 1:1 must be ordered by a medical doctor or by the Behavioral Health Director or designee. The need for 1:1 will be reassessed daily and continued only with a medical doctor or Behavioral Health Director/designee approval. Contractor shall notify County within one business day when client is placed on 1:1 service.

K. Crestwood Wellness and Recovery Center – Redding SNF/STC (Facility #1122), located at 3062 Churn Creek Rd in Redding:

1. \$243.40 per Client per unit of service for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 care and treatment authorized by County;
2. \$28.00 per Client per unit of service for geriatric Clients;
3. \$51.00 per Client per unit of service for Clients who are under the age of sixty-five (65);
4. \$67.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP services; and
5. \$129.00 per Client per unit of service for Clients who are enrolled in and who receive "Patch" Intensive Treatment Program (ITP) services, which are over-and-above Contractor's Basic Title 22 SNF/STP service.

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EXHIBIT A
Number 24-933-45

- L. \$211.20 per hour for the provision of psychiatric services related to court testimony for capacity declaration.

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)


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

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

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

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


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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

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

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

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


8. **Modifications and Amendments.**

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

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

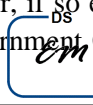
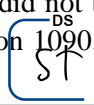
11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

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

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

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.


17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by


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Contra Costa County
Standard Form L-5
Revised 2016


GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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



- 25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by 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.

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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County Dept.

HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 24-933-45 (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 Privacyincident@cchealth.org

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

Contra Costa County Privacy Officer
 (925) 957-5430

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

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

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

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

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

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

3. **Termination.**

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

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

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

7. **Miscellaneous Provisions.**

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

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 24-680-41
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health

Subject: Mental Health geropsychiatric services and sub-acute care for Severely and Persistently Mentally Ill (SPMI) County residents

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: **TELECARE CORPORATION**

Capacity: Corporation

Legal Address: 330 North Brand Boulevard, Suite 700, Glendale, California 91203

Address: 1080 Marina Village Parkway, Suite 100, Alameda, California 94501

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$ 1,909,065.

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

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

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

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

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 24-680-41

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
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>By <u>DocuSigned by: Suzanne Tavano FF833B9D4EC34B7...</u> Chairman/Designee</p> | <p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p> |
|---|---|

CONTRACTOR

| | |
|---|---|
| <p>Signature A</p> <p>Name of business entity <u>Telecare Corporation</u></p> <p>By <u>DocuSigned by: Dawan Utecht D954F5E3834B421...</u> (Signature of individual or officer)</p> <p><u>Dawan Utecht</u> SVP/Chief Development Officer (Print name and title A, if applicable)</p> | <p>Signature B</p> <p>Name of business entity <u>Telecare Corporation</u></p> <p>By <u>DocuSigned by: Anita Barnas 3993EA8303F2405...</u> (Signature of individual or officer)</p> <p><u>Anita Barnas</u> SVP, Chief Program Operations (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

Place Seal Above

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

APPROVALS

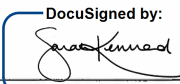
RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By:  _____
 Designee

By:  _____
 Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By:  _____
 Designee



Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 24-680-41

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) **\$ 454.59** per bed, per day, for provision of mental health treatment services at Contractor's Villa Fairmont Mental Health Center;
 - (2) **\$ 500.05** per bed, per day, for provision of mental health treatment services at Contractor's Villa Fairmont Mental Health Center's Flex Unit;
 - (3) **\$ 491.42** per bed, per day, for provision of mental health treatment services at Contractor's Gladman Psychiatric Health Facility;
 - (4) (a) An amount NOT TO EXCEED **\$ 283.43** per bed, per day, for provision of mental health treatment services at Contractor's Garfield Neuro-Behavioral Center. If services are not covered by Medi-Cal, County shall pay Contractor an additional amount equal to the State Medi-Cal rate, subject to the payment limit of this Contract;
 - (b) In the event that County's client receiving services hereunder requires constant one-to-one supervision to maintain them in the facility in a safe and secure manner, and as a result, Contractor requires extra staff for this increased level of services, County will reimburse Contractor an additional amount NOT TO EXCEED **\$ 39.52** per hour, for a maximum of twenty-four (24) hours per day, as approved by the Health Services Director, or designee (Behavioral Health Division Director).
 - (5) **\$ 404.24** per bed, per day, for provision of mental health treatment services for County's clients, ages 60 through 64, at Contractor's Morton Bakar Center;
 - (6) **\$ 149.28** per bed, per day, for provision of mental health treatment services for County's clients, ages 65 and older, at Contractor's Morton Bakar Center; *and*
 - (7) If the services provided at Morton Bakar Center are not covered by Medi-Cal, County will pay Contractor an additional amount equal to the State Medi-Cal rate, subject to the payment limit of this Contract.
 - (8) In the event that County's client receiving services here under requires **Escort Services**, as defined in the Service Plan, Paragraph 4, subparagraph (d), County will reimburse Contractor an amount NOT TO EXCEED **\$ 29.12** per hour, as approved by the Health Services Director, or designee (Behavioral Health Division Director).
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 designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

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Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 24-680-41

- 3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
- 4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
- 5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

1. **Scope of Services.** Contractor shall provide subacute care and gero-psychiatric treatment services for Severely and Persistently Mentally Ill (SPMI) County residents at its facilities identified in Paragraph 4. (Service Specifications), below. Contractor's programs shall be carried out as set forth in the Work Plan for this Contract, which is incorporated herein by this reference, a copy of which is on file in the office of the County's Behavioral Health Services Director, and a copy of which County has furnished to Contractor.

2. **Licensing Requirements.** Contractor shall conduct its program in compliance with all licensing regulations for each of its facilities at all times. Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.

3. **Admission Criteria for County's Clients.**
 - a. All admissions to any of Contractor's Facilities shall be subject to prior authorization/approval by County's Behavioral Health Services Director, or designee (Adult/Older Adult Program Chief).
 - b. Contractor shall admit residents with a Diagnostic and Statistical Manual IV (DSM IV) diagnosis. Residents may also have a medical condition(s) and diagnosis, physical functioning deficits and special needs.
 - c. County and Contractor agree that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component) shall not be considered for admission.
 - d. A person admitted into any of Contractor's facilities is hereinafter referred to as a "Client".

4. **Service Specifications.**
 - a. **Basic Service Requirements.** Contractor's basic service level shall comply fully with Title 22, §§ 72301-72389 of the California Code of Regulations, which includes Physician Services, Nursing Services, Administration of Medications and Treatments, Patient Care, Restraints and Postural Supports, Dietetic Services, Pharmaceutical Service, Activity Program; §§ 72401-72441 of Title 22 of the California Code of Regulations, which includes Physical Therapy Service, Occupational Therapy Service, Speech Pathology and/or Audiology Service, Social Work Service; and Special Treatment Program Service §§ 72443-72471 of Title 22 of the California Code of Regulations.
 - b. **Subacute Treatment.** Contractor shall provide subacute care services at its facilities known as Villa Fairmont Health Center, Garfield Mental Health Center, and Gladman Psychiatric Health Facility, including one-to-one supervision, as requested. For all facilities and programs for the purposes of this Agreement, the term "per bed, per day" includes beds held vacant for patients who are temporarily (not more than seven (7) days) absent from a facility. Bed holds may be extended if agreed upon by both parties. Contractor's treatment services hereunder shall include, but are not limited to the following:
 - (1) Provide personalized treatment programs as identified through individual SPMI patient assessment;

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

- (2) Provide structured training regimens with specialized therapy to assist each Client in the development of new skills and in modifying behaviors;
 - (3) Initiate discharge planning at the time of admission and continue the planning throughout the Client's stay;
 - (4) Assist Clients in establishing an effective support network and outpatient services; *and*
 - (5) Coordinate services with Client's physician, responsible party, County liaison, and appropriate social services agencies in planning and effecting transfers or discharges.
- c. **Gero-Psychiatric Treatment.** Contractor shall provide gero-psychiatric treatment services for County-authorized Clients, age 60 and above, at its Morton Bakar Center, a twenty-four hour, locked, gero-psychiatric skilled nursing facility. A multi-disciplinary team shall develop individual treatment plans for County-authorized Clients who are admitted to Contractor's facility. Each individual treatment plan shall include the following components:
- (1) Psychiatric and medical care specific to elderly psychiatric patients which addresses the problems identified as reasons for the referral and includes treatment goals focused on reducing the level of care needed by the Client and/or maintaining the Client at his/her optimum level of functioning;
 - (2) Specific approaches to improve problem behaviors including, but not limited to, orientation, bowel and bladder management, and self-care, and to modify disruptive or anti-social behavior;
 - (3) Group programming designed to address the identified problem behaviors, which includes, but is not limited to, re-motivation, current events, orientation, social interaction, activity arts and crafts, music exercise, community re-orientation, problem solving, and skill development such as self-care;
 - (4) Organized recreation activities which support the treatment goals and enhance the Client's quality of life while in the facility; i.e., music, games, movies, excursions, parties, etc;
 - (5) Individual treatment;
 - (6) Family/Significant Others Counseling;
 - (7) Discharge planning and placement services;
 - (8) Treatment activities scheduled throughout the Client's waking hours and directed towards achieving treatment plan goals, enhancing the Client's feeling of self-worth, self-expression, self-care and community living skills; *and*
 - (9) A psychiatric program which includes the capacity for:
 - (a) Restraint and seclusion as ordered; restraints as needed to ensure safety,
 - (b) Geri-chair for behavior control when less restrictive interventions are ineffective,
 - (c) Formal one-to-one supervision, as needed,
 - (d) Administration of pro re nata (PRN) medications,
 - (e) Suicide precautions/other observation as needed to ensure safety,
 - (f) Provision of redirection to patient for specific behaviors,

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

- (g) Administration of medication plan for appropriate, up-to-date medications. Continue Medi-Cal treatment authorization request (TAR) process as needed. Administration of medication to resistant patients, including intramuscular (IM) medication.
- d. **Escort Service.** Contractor shall provide transportation and support services for clients' offsite appointments which include, but are not limited to, court dates, conservator and medical appointments.
5. **Service Capacity.**
- a. **Fee-for-Service:** Contractor is not required to reserve capacity at the Villa Fairmont Facility and Morton Bakar Center, but will make every effort to accommodate County's placement needs on a fee-for-service basis.
- b. Contractor will make every effort to accommodate County's placement needs for additional beds at Gladman Psychiatric Health Facility and Garfield Neuro-Behavioral Center on a fee-for-service basis.
6. **Transfer Policy.**
- a. All admissions to Contractor's Facilities pursuant to this Contract must be authorized by County.
- b. Medical emergencies shall go to the closest acute care hospital.
- c. Medical non-emergencies may be transferred for admission to County, as arranged, prior to transfer, by Facility and County's liaison.
- d. Psychiatric emergency transfers to County for Clients requiring acute psychiatric treatment must be approved by the designated County liaison prior to return. The Facility shall readmit the patient when stabilized unless otherwise directed by County.
7. **Discharge Planning and Placement Services.**
- a. Upon discharge to the community, and with County approval, the Client will be permitted to return to the Facility if his/her placement fails within 30 days. However, the Client must be cleared medically and be judged to be psychiatrically appropriate prior to readmission.
- b. In the event that a Client requires 24-hour acute medical/psychiatric care, the Facility shall hold the Client's bed for a maximum of seven (7) days unless Contractor and County mutually agree that the Client will not return to the Facility or that the bed may be released earlier.
- c. Contractor's social services staff shall actively develop resources to laterally place Clients into skilled nursing facilities, or into lower level of care placements, as clinically appropriate.
- d. All discharges shall be coordinated with County staff (Conservator and Geriatric Services Clinical Liaison). County shall maintain approval authority of discharges and admissions.
8. **Service Unit Definition.** A unit of service, is defined as the provision of the County-authorized services as set forth above for one County-approved Client for one full calendar day, also known as a "Client-day".
9. **Performance Reports.** Contractor will prepare and submit to County such periodic performance progress reports as may be required by County's Health Services Director or the Director's designee. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first,

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County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

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").

- 10. **Clearances for Physicians and Clinical Psychologists.** Prior to hiring, contracting with, or otherwise procuring the services of any physician or licensed psychologist to provide services under this Contract, Contractor will make a formal inquiry to the Medical Board of California or California Board of Psychology under California Business and Professions Code §805.5 in order to determine whether such physician or licensed psychologist has been denied staff privileges, been removed from any medical staff, or had his/her medical staff privileges or license suspended, revoked, or restricted in any way (each, an "Adverse Report"). In the event the Contractor hires, contracts with, or procures the services of a physician or licensed psychologist to provide services under this Contract at a location outside of California, the Contractor must also make the same or similar formal inquiry to the governing medical board or Board of Psychology of the State in which the services are to be provided (such relevant medical board, the "Medical Board").

Further, Contractor will make such inquiry to the appropriate Medical Board or Board of Psychology for all physicians and licensed psychologists currently employed by or under contract with Contractor, if Contractor intends to utilize the services of that provider under this contract and if Contractor has not made such inquiry on that provider within the last sixty (60) days.

In the event Contractor receives an Adverse Report from a Medical Board or Board of Psychology and Contractor still desires to use that provider to provide services under this contract, Contractor will provide a copy of the report to County's Health Services Director, or designee, within ten (10) working days after receipt of the Adverse Report. After receiving an Adverse Report, County may decide, in its sole discretion, that said provider will not be permitted to provide services under this Contract. If such a determination is made, County will provide written notice to that effect to Contractor, and Contractor will immediately stop utilizing the services of that provider to provide services under this Contract.

- 11. **Quality Assurance and Utilization Review Requirements.** 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.

- 12. **Clients' Rights.** Contractor must comply with existing regulations regarding patients' rights and with any new regulations promulgated by the California Department of Health Care Services or local governmental authority during the term of this Contract; including, but not limited to, the Welfare and Institutions Code, Division 5, Part I, including, but not limited to, § 5325 thereof and the California Code of Regulations, Title 9, Division 1, Chapter 4.

- 13. **Third-Party Payment Liability.** Contractor shall be 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

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

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.

14. **Adjustments for Erroneous Demands and Payments.**

- a. If any payments are demanded by Contractor in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, bulletins, and circulars), or if County determines that any payment amounts received by Contractor are erroneous or otherwise invalid, County may deduct the amount of such erroneous payments from payments otherwise payable to Contractor in order to recover any such amount erroneously paid in the current or preceding fiscal years.

No such action taken by County shall entitle Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant, or Client, including Contractor's staff. Any such reduction in services may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, Contractor shall reimburse County for any such erroneous payments, which are in violation of this Contract.

- b. Contractor shall indemnify County fully and completely for any repayment of funds made by the County to the State or Federal governments after it has been determined that such repayment is required from the County due to erroneous, unauthorized or illegal payment demands by Contractor. The State or Federal government's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.

15. **Financial Statement and Cost Report.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract. Contractor will have the financial statement and the cost report reviewed and verified by an independent Certified Public Accountant and will submit said financial statement and cost report, together with the Certified Public Accountant's verification, to County not later than seventy-five (75) days following the expiration or termination of this Contract, whichever comes first. The financial statement and cost report are required for information only and will not be used by County to adjust payments made to Contractor during the term of this Contract.

- b. **Penalty for Late Submission of Financial Statement and Cost Report.** In the event Contractor fails to submit an accurate and complete financial statement and cost report within seventy-five (75) days following the earlier of the expiration or termination of this Contract, (such expiration or termination, the "Termination Date"), Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the financial statement and cost report is late (the "Late Penalty"). The Late Penalty shall commence on the seventy-sixth (76th) day following the Termination Date of the Contract. If Contractor does not submit an accurate and complete financial statement and cost report by the one hundred twentieth (120th) day following the Termination Date of this Contract, Contractor shall pay to County, upon demand, all amounts covered by the outstanding financial statement and cost report and paid by County to Contractor in the fiscal year for which the financial statement and cost 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.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 24-680-41

- 16. **Audit Requirements.** In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within one hundred eighty (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.

- 17. **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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Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 24-680-41

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.”

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Contra Costa County
Standard Form L-5
Revised 2016



GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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



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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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


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

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

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

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


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Contra Costa County
Standard Form L-5
Revised 2016



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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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

Contractor
County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

27. **Required Audit.**

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 24-680-41 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Contra Costa County Privacy Officer
 (925) 957-5430



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

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

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

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

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

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

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County Dept.

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

3. **Termination.**

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

Initials:  
 Contractor County Dept.

- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County’s notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County’s employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as “Indemnified Party”), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate’s acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.

- 4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate’s failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.

- 5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate’s own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

- 6. **Changes to Privacy Laws.**
 - a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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

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

7. **Miscellaneous Provisions.**

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

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

document1

Initials:  
Contractor County Dept.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-331-14
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Sub-acute skilled nursing care for County’s Seriously and Persistently Mentally Ill (SPMI) and Neurobehavioral clients

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: **HELIOS HEALTHCARE, LLC**
Capacity: Limited Liability Company
Address: 520 Capitol Mall, Suite 800, Sacramento, California 95814

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$ 473,840.

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

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

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

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

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
Welfare and Institutions Code, §§ 5600 et seq. (The Bronzan McCorquodale Act), California Code of Regulations (“CCR”), Title 9, §§ 523 et seq. (Community Mental Health Services), California Government Code §§ 26227 and 31000.

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 Tavano</u> FF833B9D4EC34B7... Chairman/Designee</p> | <p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p> |
|---|---|

CONTRACTOR

| | |
|--|---|
| <p>Signature A</p> <p>Name of business entity <u>Helios Healthcare, LLC</u></p> <p>DocuSigned by: By <u>Elena Mashkevich</u> C2FCF433A5064D2... (Signature of individual or officer)</p> <p><u>Elena Mashkevich</u> Executive Director of County of Contra Costa (Print name and title A, if applicable)</p> | <p>Signature B</p> <p>Name of business entity <u>Helios Healthcare, LLC</u></p> <p>DocuSigned by: By <u>[Signature]</u> 13F8F90E02CB4CC... (Signature of individual or officer)</p> <p><u>Marina Stefanou</u> CFO (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

Place Seal Above

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

APPROVALS

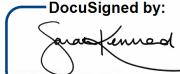
RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

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

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by:

D76D07FD2C73454...
Designee



Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-331-14

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*
- [X] d. 1. **\$ 373.64** per Client per unit of service, as **defined** in Section XII, of the Service Plan, for non-Medi-Cal eligible Clients who are enrolled in and who receive the Basic Title 22 care and treatment, as **defined** in Section VIII.A., of the Service Plan, authorized by County;
2. **\$ 364.71** per Client per unit of service, as **defined** in Section XII, of the Service Plan, for non-Medi-Cal eligible Clients who are on leave/bed hold as indicated in Basic Title 22 as **defined** in Section VIII.A., of the Service Plan, authorized by the County;
3. **\$ 129.00** per Client, **per unit of service** (locked), as **defined** in Section XII, of the Service Plan, for Clients who are enrolled in and who receive Contractor's Geriatric Psychiatric (Geri-Psych) Program care and treatment authorized by County;
4. **\$ 154.00** per Client, per unit of service, as **defined** in Section XII, of the Service Plan, for Clients who are enrolled in and who receive Contractor's Neurobehavioral Program care and treatment authorized by County;
5. **\$ 187.00** per Client, (higher acuity) per unit of service (locked), as **defined** in Section XII, of the Service Plan, for Clients who are enrolled in and who receive Contractor's Neurobehavioral Program care and treatment authorized by County; and
6. County shall reimburse Contractor at the Medi-Cal bed hold rate, as defined by Title 22 of the California Code of Regulations, § 51535.1, for beds which are unoccupied as a result of approved temporary Client absences, as determined by Contractor and County to be appropriate.
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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

County Dept.

Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-331-14

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.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-331-14

I. PURPOSE. The purpose of this Contract is for Contractor to assist Contra Costa County to efficiently and effectively manage limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days.

II. SCOPE OF SERVICES.

- A. A person admitted into Contractor’s facility under this Contract shall hereinafter be referred to as a “Client.”
- B. A Client with a co-occurring diagnosis of dementia or other brain disorder shall be enrolled in Contractor’s Neurobehavioral Program care and treatment, as authorized by the County’s Behavioral Health Services Division’s Director, or designee.
 - 1. All Clients must be authorized by County’s Behavioral Health Services Division’s Director, or designee, prior to admission to Contractor’s facilities; and
 - 2. Admission and continued stay criteria is further detailed in paragraphs VI. and VII., below.
- C. Contractor shall provide those services detailed in paragraph VIII. (Service Specifications), below.
- D. Contractor’s basic services shall include reasonable access to required medical treatment and up-to-date psychopharmacology, bilingual/bicultural programming, and transportation to needed off-site services.
- E. Contractor will perform its services in accordance with directions issued by the State Department of Mental Health.
- F. Contractor will perform its services at its Skilled Nursing Facility (“SNF”), located at:

Idylwood Care Center - Sunnyvale
Facility #133/Provider #0037
1002 West Fremont Avenue
Sunnyvale, California

III. FINANCIAL STATEMENT AND COST REPORT.

A. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract. Contractor will have the financial statement and the cost report reviewed and verified by an independent Certified Public Accountant and will submit said financial statement and cost report, together with the Certified Public Accountant’s verification, to County not later than seventy-five (75) days following the expiration or termination of this Contract, whichever comes first. The financial statement and cost report are required for

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| Contractor | County Dept. |

SERVICE PLAN

Number 74-331-14

information only and will not be used by County to adjust payments made to Contractor during the term of this Contract.

- B. **Penalty for Late Submission of Financial Statement and Cost Report.** In the event Contractor fails to submit an accurate and complete financial statement and cost report within seventy-five (75) days following the earlier of the expiration or termination of this Contract, (such expiration or termination, the "Termination Date"), Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the financial statement and cost report is late (the "Late Penalty"). The Late Penalty shall commence on the seventy-sixth (76th) day following the Termination Date of the Contract. If Contractor does not submit an accurate and complete financial statement and cost report by the one hundred and twentieth (120th) day following the Termination Date of this Contract, Contractor shall pay to County, upon demand, all amounts covered by the outstanding financial statement and cost report and paid by County to Contractor in the fiscal year for which the financial statement and cost 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.

IV. AUDIT REQUIREMENTS. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions and General Conditions, within one hundred eighty (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.

V. LICENSING REQUIREMENTS.

- A. Contractor's program shall be conducted in a facility which is at all times compliant with all licensing regulations for a SNF, including, but not limited to, 22 C.C.R. § 72445, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff.
- B. Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.
- C. Contractor warrants that its facilities are wheelchair accessible.

VI. PRIOR AUTHORIZATION FOR ADMISSION.

- A. Contractor shall obtain prior authorization from County before admitting any Contra Costa County patient to its treatment program.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-331-14

- B. County shall appoint a liaison who shall provide Contractor with a completed authorization form prior to each patient admission.
- C. A patient may be admitted without a completed authorization form on the basis of verbal authorization from County’s liaison by mutual consent of County and Contractor, provided County supplies Contractor with a completed form within three (3) days from the date of admission.

VII. ADMISSION AND CONTINUED STAY CRITERIA. Contractor shall admit patients with a Diagnostic and Statistical Manual of Mental Disorders, 4th Edition (DSM IV) diagnosis, subject to bed availability and in accordance with the Admission Policies set forth below, and with the following criteria:

- A. Admission for contracted services shall occur only upon the order of a licensed physician, with approval of County representative(s);
- B. Admission shall be available only to individuals in need of twenty-four (24) hour skilled nursing services, treatment and observation of mental illness, or other related disorders. Individuals with exclusively physical illnesses shall not be admitted;
- C. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower level of care. Such symptoms may include suicidality, combativeness, elopement risk, and verbal abusiveness;
- D. Clients exceeding the capabilities of the facility shall not be admitted;
- E. Contractor reserves the right to conduct a pre-admission interview;
 - 1. Contractor shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements;
 - 2. Contractor shall conduct an interview with County-referred Clients, make a decision regarding admission of the Client, and notify County of its decision within three (3) working days of County’s referral; and
 - 3. Contractor shall notify County in writing of a denied admission and shall include Contractor’s reasons for the denial. For purposes of this Contract, notice through facsimile is acceptable.
- F. County may appeal Contractor’s denial of an admission;
 - 1. In the event of a denied admission, Contractor shall cooperate with County’s liaison in the formal review of the denied admission;

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 Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-331-14

- 2. County will notify Contractor of its decision to appeal within three (3) working days of County's receipt of Contractor's written denial; and
 - 3. County and Contractor will cooperate to arrange a meeting of its representatives as soon as practicable to review and discuss the denial and to seek resolution of the issues so that, upon mutual agreement of the parties, Contractor may admit the Client to its facility.
- G. Contractor shall provide its services, benefits and facilities to Clients without regard to race, creed, national origin, sex, age or physical or mental handicap. Contractor shall not categorically deny admission of wheelchair-bound patients;
- H. Contractor may transfer Clients among facilities within a contracted corporation, provided that;
- 1. Contractor has obtained written authorization of County;
 - 2. Contractor has complied with paragraph VI. (Prior Authorization for Admission), above; *and*
 - 3. Contractor has notified and obtained mutual consent and appropriate input from the Client's conservator, significant family members, County liaison, and specified individuals involved with Client's treatment and support.

VIII. SERVICE SPECIFICATIONS.

A. **Basic Title 22 Skilled Nursing Facility/Neurobehavioral Program (SNF) Services.** Contractor's basic SNF treatment services shall include an individualized program which shall be based on the specific needs of each patient. Individual patient needs shall be identified through patient assessments and a structured training regimen with individualized therapy to assist Clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. Contractor's services hereunder shall include, but are not limited to:

- 1. **Neurobehavioral Program.** Contractor shall provide the following special rehabilitation program services:
 - a. **Self-Help Skills Training.** Contractor shall provide self-help skills training, which shall include, but are not limited to, the following subjects:
 - (1) Re-education of Clients in Activities of Daily Living;
 - (2) Supervision of medications and education regarding medications;
 - (3) Money management;
 - (4) Use of public transportation;
 - (5) Use of community resources;
 - (6) Behavior control and impulse control;
 - (7) Frustration tolerance/stress management;

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SERVICE PLAN

Number 74-331-14

- (8) Mental health/substance abuse education;
- (9) Physical education; *and*
- (10) Health education, e.g., AIDS, smoking, etc.

b. **Behavioral Intervention Training.** Contractor shall provide behavioral intervention training, which shall include, but are not limited to, the following subjects:

- (1) Behavior modification modalities;
- (2) Re-motivation therapy;
- (3) Patient government activities;
- (4) Group counseling; *and*
- (5) Individual counseling.

c. **Interpersonal Relationships.** Contractor shall provide opportunities for interpersonal relationships, which shall include, but are not limited to:

- (1) Social counseling;
- (2) Educational and recreational therapy; *and*
- (3) Social activities such as outings and dances.

d. **Pre-vocational Preparation Services.** Contractor shall provide pre-vocational preparation services, which shall include, but are not limited to, the following activities:

- (1) Homemaking;
- (2) Work activity; *and*
- (3) Vocational counseling.

e. **Pre-release Planning.** Contractor shall provide the following pre-release planning services:

- (1) Preparation for alternative (out-of-home) living;
- (2) Linkage to medical services in the community, as needed;
- (3) Medications needed at time of discharge; *and*
- (4) Linkage to County Case Management services.

B. **“Patch” Intensive Treatment Program (ITP).** Contractor shall provide Intensive Day Treatment Programs (ITPs) at its facilities for the care of seriously mentally ill Clients who, because of the severity of their mental illness, may have a concurrent medical problem(s) that requires additional services, and at times, more intense supervision and specialized treatment plans. Contractor’s ITP services provide an alternative to, and diversion from, State hospital placement of those Clients who, without the ITP, would require State hospitalization. Contractor’s ITP program services shall include, but are not limited to, the following:

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| Contractor | County Dept. |

SERVICE PLAN

Number 74-331-14

1. **ITP Program Services.** Contractor’s ITP program services shall include, but are not limited to, the following:

- a. Specialized medical treatment for specified medical conditions that prevent placement at a lower level of care, including, but not limited to:
 - (1) Pregnancy, up to the seventh month; *and*
 - (2) Chronic medical problems that are exacerbated by unstable mental status, such as brittle diabetes.
- b. Treatment regimen for Clozapine patients;
- c. Focused intervention for Serious Mental Illness (SMI) Clients with severe substance abuse problems;
- d. Treatment for SMI Clients who are HIV-infected;
- e. Adequate supervision for sexually vulnerable Clients who lack judgment and insight and/or whose poor impulse control due to the severity of their mental illness, results in their being sexually vulnerable;
- f. Treatment for those Clients who, because of known and identified behaviors, have “burned their bridges” and would not be treated without the benefit of the ITP;
- g. Treatment for those Clients who have previously been assaultive, but who have not been assaultive for two (2) weeks; and
- h. Linguistically and culturally relevant services for non-English-speaking, monolingual Clients. Contractor shall arrange for translator services for said Clients.

2. **General Staffing.**

- a. With the initial and continuing approval of County, Contractor shall assign to its ITP program appropriately trained and experienced staff who shall work exclusively for the ITP program, and who will act as Contractor’s Treatment Team. Contractor’s personnel records shall document the skills and experience of each staff member it assigns to the ITP program and shall identify ITP staff in each facility’s organization chart.
- b. Contractor shall also hire a psychiatrist to provide Special Psychiatric Services as part of the fee rate set forth in the Payment Provisions of this Contract. Said Special Psychiatric Services shall be utilized for activities which are not eligible for payment under the Medi-Cal program, and shall include such activities as Treatment Team planning meetings, consultation with program staff and with County’s Liaison, family counseling, meetings with facility and County staff with regard to program development, and activities related to the legal status of Clients, as set forth below. In addition, Contractor shall arrange for non-salaried physicians to provide psychiatric and medical services on a Medi-Cal fee-for-service basis, payable by the Medi-Cal program and at no cost to the County under this Contract.

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 Contractor County Dept.

SERVICE PLAN

Number 74-331-14

- c. Contractor shall provide new ITP staff with at least twenty (20) hours of orientation and training, and shall provide all ITP staff with ongoing training at the minimum rate of one (1) hour per week, prorated for part-time staff. As requested by County’s Behavioral Health Services Division’s Director or designee, Contractor’s ITP staff shall attend outside training activities.
 - d. Contractor shall provide for its staff regularly scheduled clinical supervision groups which shall be conducted by mutually agreed upon professionals.
 - e. Contractor shall obtain written approval from County’s Behavioral Health Services Division’s Director or designee prior to making any changes in its ITP staffing.
3. **Program Management.** Subject to written approval by County, Contractor shall provide a qualified Program Manager with mental health experience and training, who shall:
- a. Act as Contractor’s primary contact person for County’s Liaison;
 - b. Coordinate the various services provided by Contractor; and
 - c. Assist other Contractor staff in developing and implementing contract services.
4. **Treatment Team.** The activities of the Contractor’s Treatment Team shall include, but are not limited to, the following:
- a. **Clinical Information.**
 - (1) Contacting and/or receiving calls from previous or current service providers (case manager, conservator, therapist, etc.) during a patient’s course of treatment at Contractor’s facility;
 - (2) Relaying pertinent clinical information upon discharge to the next service provider (Board and Care operator, day treatment program, etc.); and
 - (3) Relaying, as soon as possible, clinical information to an acute psychiatric service to which a patient may be transferred.
 - b. **Assessment, Diagnosis, and Individual Treatment Plan.**
 - (1) Contractor’s Treatment Team shall meet at least weekly to review the progress of Clients included in the Intensive Day Treatment Program. The Team shall develop an Intensive Treatment Plan (ITP) for each Client within State- and Federally-mandated time frames;

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ST
 Contractor County Dept.

SERVICE PLAN

Number 74-331-14

- (2) The ITP shall include a plan that identifies appropriate referrals for neurological, psychological and medical assessment for conditions which may be a factor in the Client’s functioning or which may need treatment follow-up. Each ITP shall be revised by Contractor at least quarterly, and more often if appropriate; and
- (3) County’s Liaison will participate in the Treatment Team’s weekly meetings.

c. **Individual Treatment.** Contractor shall provide individual counseling to appropriate Clients by staff who are licensed or supervised-license-eligible.

d. **Treatment and Education Directed Toward Family and Significant Others.**

- (1) Contractor shall provide a Family Therapy Specialist who is a Licensed Marriage, Family and Child Counselor and who shall have regularly scheduled evening and weekend hours;
- (2) The Family Therapy Specialist shall provide intervention, counseling and education for Clients and their families and/or significant others for those Clients in need of examining and restructuring relationships with significant others;
- (3) The Therapist shall place emphasis on soliciting input from family members and significant others when collecting data for treatment plan development and on educating family/significant others about how they can support the treatment process; and
- (4) The Therapist shall conduct monthly group activities for Clients, and shall invite family members and significant others. Said monthly group activities shall be held at least two (2) times a year at a location within Contra Costa County.

e. **Substance Abuse Treatment.** Contractor shall provide a Master’s Degree level staff member trained in substance abuse treatment who will provide a program of counseling and education for Clients and families. This staff person shall have regularly scheduled evening and weekend hours.

f. **Certified Nursing Assistants.** Contractor shall provide, at all applicable facilities, Certified Nursing Assistants whose duties shall include, but shall not be limited to, the following:

- (1) Observe and assist patients with personal hygiene and grooming;
- (2) Encourage patients to participate in activities of daily living and program activities; *and*
- (3) Other activities as assigned by program/nursing staff.

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EM DS
ST
 Contractor County Dept.

SERVICE PLAN

Number 74-331-14

- g. **Activity Specialists.** Contractor shall provide, at all applicable facilities, Bachelor’s degree level staff trained in the provision of occupational and/or recreational therapy programs. The Activity Specialists shall provide a variety of educational, problem solving, and “hands on” re-entry groups. The focus of these activities shall be to promote socialization and improve self-help skills for Clients in order to increase the likelihood of successful community reintegration when the Client is discharged (i.e., re-enters the community).
 - h. **Medication Group Sessions.** Contractor shall conduct a weekly medication group session for Clients. Contractor shall attempt to increase Client empowerment and to improve informed consent in the area of medication, so that by the time Clients are ready for discharge to the community, the level of medication will be within a range that is appropriate for Clients living in the community.
 - i. **Case Monitoring.** The Treatment Team and the designated County Liaison shall review all ITP Clients on a scheduled, regular basis by facility staff and designated County Liaison.
 - j. **Psychological Testing.** Contractor shall provide psychological testing that is not covered by Medi-Cal if the Treatment Team determines that such testing is necessary.
 - k. **Use of ITP Staff.** In the event that any of the ITP staff described above has time available during which he/she is not involved in an activity related to his/her assigned specialized activity, he/she shall use that time to work directly with individual patients as part of Contractor’s treatment milieu. The hours during which specialized staff performs non-specialized duties may be a regularly scheduled part of the employee’s workweek.
5. **Client Participation Motivation.** Whenever possible, Contractor’s program shall include passes, rewards, and other incentives and approaches to maximize Client participation in the program.
 6. **ITP Program Schedule.** A daily program schedule (24-hour schedule) shall be submitted by Contractor for County’s approval. This schedule may be modified upon the mutual consent of Contractor and County.

C. **Discharge Criteria and Planning.**

1. **Routine Discharges.** Contractor shall initiate discharge planning at the time of admission and the planning shall continue throughout the Client’s stay. The treatment team, under the coordination of the SNF Program Director, shall assist in establishing an effective support network and outpatient services as available. The SNF Program Director shall coordinate his/her work with the Client’s physician, responsible party, County Liaison, and appropriate social service agencies in ~~planning~~ and ~~effecting~~

Initials: Em ST
 Contractor County Dept.

SERVICE PLAN

Number 74-331-14

transfers or discharges. Records concerning discharges shall include, but may not be limited to, the following:

- a. Discharge plans and goals shall be documented in the Client’s record at admission and shall be updated quarterly;
- b. Continuing re-evaluation of each Client’s discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations;
- c. Contractor shall provide discharge summaries to County’s designated liaison within thirty (30) days of Client’s discharge from the facility; and
- d. Contractor shall notify County of every regular discharge within 24 hours of discharge.

2. **Unanticipated Discharges.** In the event of unanticipated discharge, Contractor shall notify the Client’s physician and County’s representative within 24 hours of Client’s discharge. In the event that such discharge occurs after normal business hours, Contractor may contact County’s Psychiatric Emergency Service at Contra Costa Regional Medical Center and Health Centers.

- a. Contractor shall make its best efforts to assist County and Client’s physician with an orderly transfer and shall provide County with advance notice of Client’s impending discharge, if possible.
- b. Contractor’s nursing notes shall provide the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the Client to the receiving facility.
- c. In the event that a Client becomes Absent Without Leave (AWOL) Contractor shall notify the County Crisis Unit, the attending physician, and County’s Liaison no later than twelve (12) hours after a Client becomes AWOL.

3. **Other Discharge Criteria.**

- a. In no case shall Contractor discharge Clients for exhibiting symptoms ordinarily attributed to mental disease, e.g., lack of motivation. Clients who are uncontrollably and persistently violent or who set fires may be considered for discharge after discussion and coordination with County’s Behavioral Health Services Director or designee.
- b. Clients shall be discharged from the facility only upon the written order of the attending physician or the Medical Director.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-331-14

- c. If a Client has been voluntarily admitted to the facility and wishes to leave the facility without the order of his/her physician, the Client must sign a statement acknowledging departure from the facility without a written physician order.
- d. In the case of an untoward incident, e.g., injury or death of a Client, the attending physician, and County’s Liaison shall be notified immediately. Contractor shall provide a written report of the incident to County’s Liaison and the attending physician within forty-eight (48) hours of the incident.
- e. Upon discharge or death of the Client, Contractor shall refund:
 - (1) any unused funds received by the facility for the Client’s bill to the payor source within 30 days;
 - (2) any entrusted funds held in an account for the Client to the Client within three normal banking days; and
 - (3) any money or valuables which were entrusted by the Client to the care of the facility and stored at the facility shall be returned to the Client upon demand in exchange for a signed receipt.

D. Case Management.

- 1. Contractor shall provide ongoing assessment of need for case management. Each Client shall be reviewed by the treatment team upon admission and at least quarterly to assure that all Client needs are met.
- 2. The SNF Program Director, or designee shall contact the County-designated Case Management staff/liaison or Conservator when services are required. Support staff shall hold regularly-scheduled meetings.
- 3. Subject to appropriate approvals for release of information, Client records shall be available to County’s Liaison and County’s Utilization Review Staff, as needed.

E. Medical Care of Clients.

- 1. **Emergency Care.** In the event of a medical emergency, the Contractor shall arrange for the Client to be treated at the nearest medical facility which can provide definitive treatment of the Client’s problem. When the Client is stabilized, Contractor shall notify the Client’s Conservator and County’s Liaison.
- 2. **Non-Emergency Care.** In the event that a Client requires medical care of a non-emergent nature, and the cost of such service may exceed \$2,000, Contractor must notify the Client’s Conservator and the Behavioral Health Services Department’s Medical Director prior to authorizing such care.

F. **Bilingual/Bicultural Programming.** Contractor shall be responsible for using available staff resources to provide Bilingual/Bicultural programming which shall include, but may not be

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-331-14

limited to: providing services to non-English-speaking Clients in their own languages and providing services that incorporate the cultural background of the Client, taking into consideration the language, family structure, religion, nutritional habits, belief system, or other cultural needs of the Client.

IX. REPORTING OF SERVICES. Contractor shall report daily and/or monthly to County via electronic transmission (Modem or FAX) in a format specified by County. Reports shall include, but may not be limited to, the following:

- A. Daily census detail including admissions, discharges and transfers within facilities; and
- B. Monthly summary statistics on diagnoses, average length of stay, and medication utilization.

X. QUALITY ASSURANCE AND UTILIZATION REVIEW REQUIREMENTS. Contractor shall comply with requirements and procedures established by the State, County, and Federal governments for quality assurance and utilization review, including, but not limited to, submission of periodic quality assurance reports to County; staff assignments for utilization review and coordination of duties; use of standardized case record and treatment planning forms; peer review; and medication monitoring. In addition, Contractor shall allow County-designated employees access to Contractor's medical records for its Clients.

XI. PSYCHOPHARMACOLOGY. Contractor shall, through its Medical Director, maintain appropriate medication regimens for its Clients. Contractor's Medical Director, or designated Psychiatrist, shall be well-versed in the clinical indications for, and use of, effective medications including Clozapine and/or other innovative treatments of mental disease.

XII. SERVICE UNIT DEFINITION. A unit of service for payment and reporting purposes shall be known as one "Client-day" which is defined as one calendar day during which Contractor provides program services to a Client under this Contract, except that the day of a Client's discharge from the program shall not be considered a "Client-day", and Contractor shall not charge County for that calendar day.

XIII. THIRD-PARTY PAYMENT LIABILITY. Contractor will be 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 subcontractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and/or facilities under this Contract. In no event will 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.

XIV. ADJUSTMENTS FOR ERRONEOUS DEMANDS AND PAYMENTS.

- A. If any payments are demanded by Contractor in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, bulletins, and circulars), or if County determines that any payment amounts received by Contractor are erroneous or otherwise invalid, County may deduct the amount of such erroneous payments from ^{DS} payments ^{DS} otherwise

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Contra Costa County
Standard Form L-3
Revised 2014



SERVICE PLAN

Number 74-331-14

payable to Contractor in order to recover any such amount erroneously paid in the current or preceding fiscal years.

No such action taken by County shall entitle Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant, or Client, including Contractor's staff. Any such reduction in services may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, Contractor shall reimburse County for any such erroneous payments which are in violation of this Contract.

- B. Contractor shall indemnify County fully and completely for any repayment of funds made by the County to the State or Federal governments after it has been determined that such repayment is required from the County due to erroneous, unauthorized or illegal payment demands by Contractor. The State or Federal government's determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.

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Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 74-331-14

1. **Modification of Indemnification.** Paragraph 18. (Indemnification), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

“18. **Indemnification.**

- a. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR’s officers, directors, agents, employees or subcontractors.
- b. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY’s Board of Supervisors, officers, directors, agents, employees or volunteers.
- c. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY’s Board of Supervisors, and CONTRACTOR’s subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY’s Board of Supervisors and CONTRACTOR’s subcontractors.”

2. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby deleted and replaced with a new Paragraph, to read as follows:

“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. **Liability Insurance.** Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of **\$ 1,000,000** 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 shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor shall be required to provide County with a copy of

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Contra Costa County
Standard Form L-4
Revised 2014

SPECIAL CONDITIONS

Number 74-331-14

the endorsement making the County an additional insured on all general liability, worker's compensation which is required herein no later than the effective date of this Contract.

- b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** Contractor shall provide the 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 the 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 shall provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.
- 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 **\$6,000,000** 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."

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Contra Costa County
Standard Form L-5
Revised 2016


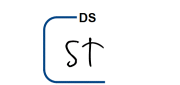
GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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


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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


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


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

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

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

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


Contractor


County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

- 17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

- 18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

- 19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)


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

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

27. **Required Audit.**

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


Contractor



County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


Contractor


County Dept.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-190-23
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Mental Health sub-acute care for Severely and Persistently Mentally Ill (SPMI) County residents

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: **MENTAL HEALTH MANAGEMENT I, INC. (DBA CANYON MANOR)**
Capacity: Corporation
Legal Address: 653 Canyon Road, Novato, California 94947
Mailing Address: Post Office Box 678, Novato, California 94948

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$267,234.

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 74-190-23

- 9. **Authority.** This Contract is entered into under and subject to the following legal authorities:
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 Tavano, Ph.D.</u> FF93389D4EC24B7...</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>Mental Health Management I, Inc. (dba Canyon Manor)</u></p> <p>DocuSigned by: By <u>Richard Evatz</u> 9466669061C2454...</p> <p>(Signature of individual or officer)</p> <p>Richard Evatz MHM Board Member</p> <p>(Print name and title A, if applicable)</p> | <p>Signature B</p> <p>Name of business entity</p> <p><u>Mental Health Management I, Inc. (dba Canyon Manor)</u></p> <p>DocuSigned by: By <u>Paul Heil</u> 005695932E534A3</p> <p>(Signature of individual or officer)</p> <p>Paul Heil Executive Director</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:
Suzanne Tanano, Ph.D.
By: _____
Designee

FORM APPROVED COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
Suzanne Tanano
By: _____
Designee



Contra Costa County
Standard Form P-1
Revised 2014

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-190-23

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. \$ 366.06 per unit, as defined in the Service Plan, Paragraph 9. (Service Unit Definition).
 - c. \$ _____ after completion of all obligations and conditions herein, or
 - d. \$ _____ per Client, per day.

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 designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

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

Initials: DS
RE DS
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 Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-190-23

1. **Scope of Services.** Contractor shall provide subacute care for Severely and Persistently Mentally Ill (SPMI) County residents at its facility identified in Paragraph 6. (Service Specifications), below. Contractor’s services shall be performed in accordance with County’s current Mental Health Services Performance Contract with the State Department of Health Care Services and as set forth in the Work Plan for this Contract, which are incorporated herein by this reference, copies of which are on file in the office of the County’s Behavioral Health Services Director, and a copy of which County has furnished to Contractor.

2. **Financial Statement and Cost Report.**
 - a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a financial statement and a cost report verifying the total number of units of service actually provided and covering the costs that are actually incurred in the provision of services under this Contract. Contractor will have the financial statement and the cost report reviewed and verified by an independent Certified Public Accountant and will submit said financial statement and cost report, together with the Certified Public Accountant’s verification, to County not later than seventy-five (75) days following the expiration or termination of this Contract, whichever comes first. The financial statement and cost report are required for information only and will not be used by County to adjust payments made to Contractor during the term of this Contract.

 - b. **Penalty for Late Submission of Financial Statement and Cost Report.** In the event Contractor fails to submit an accurate and complete financial statement and cost report within seventy-five (75) days following the earlier of the expiration or termination of this Contract, (such expiration or termination, the “Termination Date”), Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the financial statement and cost report is late (the “Late Penalty”). The Late Penalty shall commence on the seventy-sixth (76th) day following the Termination Date of the Contract. If Contractor does not submit an accurate and complete financial statement and cost report by the one hundred twentieth (120th) day following the Termination Date of this Contract, Contractor shall pay to County, upon demand, all amounts covered by the outstanding financial statement and cost report and paid by County to Contractor in the fiscal year for which the financial statement and cost 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.** In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within one hundred eighty (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.

Initials: DS
RE DS
ST
 Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-190-23

- 4. **Licensing Requirements.** Contractor shall conduct its program at all times in compliance with all licensing regulations for each of its facilities. Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, Contra Costa County, and all other appropriate government agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Contract. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Contract by County.

When Contractor receives a report on the annual joint inspection visit to any of its facilities by the State Department of Health Services and the State Department of Health Care Services, Contractor shall forward a copy of said report to County within 30 days of Contractor’s receipt of the report.

- 5. **Admission Criteria for County’s Clients.**
 - a. All admissions to any of Contractor’s facilities shall be subject to prior authorization/approval by County’s Behavioral Health Services Director, or designee (Adult/Older Adult Program Chief).
 - b. Contractor shall admit residents with a Diagnostic and Statistical Manual of Mental Disorders, 4th edition (DSM IV) diagnosis. Residents may also have a medical condition(s) and diagnosis, physical functioning deficits and special needs.
 - c. County and Contractor agree that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component) shall not be considered for admission.
 - d. A person admitted into any of Contractor’s facilities shall hereinafter be referred to as a “Client”.

- 6. **Service Specifications.**
 - a. **Basic Service Requirements.** Contractor’s basic service level shall comply fully with Title 22, §§ 72301-72389 of the California Code of Regulations, which includes Physician Services, Nursing Services, Administration of Medications and Treatments, Patient Care, Restraints and Postural Supports, Dietetic Services, Pharmaceutical Service, Activity Program; Title 22, §§ 72401-72441 of the California Code of Regulations, which includes Physical Therapy Service, Occupational Therapy Service, Speech Pathology and/or Audiology Service, Social Work Service; and Special Treatment Program Service Title 22, §§ 72443-72471 of the California Code of Regulations.
 - b. **Subacute Treatment.** Contractor shall provide subacute care services at its facility known as **Canyon Manor located at 655 Canyon Road, Novato, California 94947**. Contractor’s treatment services hereunder shall include, but are not limited to the following:
 - (1) Provide personalized treatment programs as identified through individual SPMI patient assessment;
 - (2) Provide structured training regimens with specialized therapy to assist each Client in the development of new skills and in modifying behaviors;
 - (3) Initiate discharge planning at the time of admission and continue the planning throughout the Client’s stay;
 - (4) Assist Clients in establishing an effective support network and outpatient services; *and*
 - (5) Coordinate services with Client’s physician, responsible party, County liaison, and appropriate social services agencies in planning and effecting transfers or discharges.

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Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-190-23

7. **Transfer Policy.**

- a. All admissions to Contractor’s Facility must be authorized by County.
- b. Medical emergencies shall go the closest acute care hospital.
- c. Medical non-emergencies may be transferred for admission to county of origin as arranged, prior to transfer, by Facility and County’s liaison.
- d. Psychiatric emergency transfers to the county of origin for Clients requiring acute psychiatric treatment must be approved by the designated County liaison prior to return. The Facility shall readmit the patient when stabilized unless otherwise directed by County.

8. **Discharge Planning and Placement Services.**

- a. Upon discharge to the community, and with County approval, the Client will be permitted to return to the Facility if his/her placement fails within 30 days. However, the Client must be cleared medically and be judged to be psychiatrically appropriate prior to readmission.
- b. In the event that a Client requires 24-hour acute medical care, the Facility shall hold the Client’s bed for a maximum of seven (7) days unless Contractor and County mutually agree that the Client will not return to the Facility or that the bed may be released earlier.
- c. Contractor’s social services staff shall actively develop resources to laterally place Clients into skilled nursing facilities, or into lower level of care placements, as clinically appropriate.
- d. All discharges shall be coordinated with County staff (Conservator and Geriatric Services Clinical Liaison). County shall maintain approval authority of discharges and admissions.

9. **Service Unit Definition.** A unit of service, is defined as the provision of the County-authorized services as set forth above for one County-approved Client for one full calendar day, also known as a “Client-day”.

10. **Performance Reports.** Contractor will prepare and submit to County such periodic performance progress reports as may be required by County’s Health Services Director or the Director’s designee. No later than August 31st 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”).

11. **Clearances for Physicians and Clinical Psychologists.** Prior to hiring, contracting with, or otherwise procuring the services of any physician or licensed psychologist to provide services under this Contract, Contractor will make a formal inquiry to the Medical Board of California under California Business and Professions Code §805.5 in order to determine whether such physician or licensed psychologist has been denied staff privileges, been removed from any medical staff, or had its medical staff privileges or license suspended, revoked, or restricted in any way (each, an “Adverse Report”). In the event the Contractor hires, contracts with, or procures the services of a physician or licensed psychologist to provide services under this Contract at a location outside of California, the Contractor must also make the same or similar formal inquiry to the governing medical board of the State in which the services are to be provided (such relevant medical board, the “Medical Board”).

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| DS RE | DS ST |
| Contractor | County Dept. |

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-190-23

Further, Contractor will make such inquiry to the appropriate Medical Board for all physicians and licensed psychologists currently employed by or under contract with Contractor, if Contractor intends to utilize the services of that provider under this contract and if Contractor has not made such inquiry on that provider within the last sixty (60) days.

In the event Contractor receives an Adverse Report from a Medical Board or Psychology Board and Contractor still desires to use that provider to provide services under this contract, Contractor will provide a copy of the report to County’s Health Services Director, or designee, within ten (10) working days after receipt of the Adverse Report. After receiving an Adverse Report, County may decide, in its sole discretion that said provider will not be permitted to provide services under this Contract. If such a determination is made, County will provide written notice to that effect to Contractor, and Contractor will immediately stop utilizing the services of that provider to provide services under this Contract.

- 12. **Quality Assurance and Utilization Review Requirements.** 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.
- 13. **Clients’ Rights.** Contractor must comply with existing regulations regarding patients’ rights and with any new regulations promulgated by the California Department of Health Care Services or local governmental authority during the term of this Contract; including, but not limited to, the Welfare and Institutions Code, Division 5, Part I, including, but not limited to, § 5325 thereof and the California Code of Regulations, Title 9, Division 1, Chapter 4.
- 14. **Third-Party Payment Liability.** Contractor shall be 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.
- 15. **Adjustments for Erroneous Demands and Payments.**

- a. If any payments are demanded by Contractor in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, bulletins, and circulars), or if County determines that any payment amounts received by Contractor are erroneous or otherwise invalid, County may deduct the amount of such erroneous payments from payments otherwise payable to Contractor in order to recover any such amount erroneously paid in the current or preceding fiscal years.

No such action taken by County shall entitle Contractor to reduce program operations or salaries, wages, fringe benefits, or services for any program participant, or Client, including Contractor’s staff. Any such reduction in services may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, Contractor shall reimburse County for any such erroneous payments, which are in violation of this Contract.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-190-23

b. Contractor shall indemnify County fully and completely for any repayment of funds made by the County to the State or Federal governments after it has been determined that such repayment is required from the County due to erroneous, unauthorized or illegal payment demands by Contractor. The State or Federal government’s determination as to the necessity for any such repayment shall be conclusive as between County and Contractor.

16. **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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
SPECIAL CONDITIONS

Number 74-190-23

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

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

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

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Contra Costa County
Standard Form L-5
Revised 2016


GENERAL CONDITIONS
(Purchase of Services - Long Form)


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

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

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

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


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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

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



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

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

8. **Modifications and Amendments.**

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

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

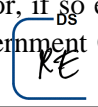
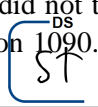
11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

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

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

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

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

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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



- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

27. **Required Audit.**

- 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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Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- 28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

- 29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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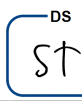
HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number **74-190-23** (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”).


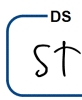
- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed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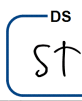
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- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written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

3. **Termination.**

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

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

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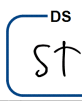
- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or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

7. **Miscellaneous Provisions.**

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

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

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