

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

SIERRA MENTAL WELLNESS GROUP

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provision of crisis intervention, community client services, and services in relation to the operation of a Crisis Stabilization Unit (CSU).**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$1,133,993
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 12/31/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$2,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) All professional licenses as required for services contemplated under this Agreement.

NOTICE & IDENTIFICATION

(§33) **Contractor: Sierra Mental Wellness Group** **County of Nevada:**
333 Sunrise Avenue, Suite 701 950 Maidu Avenue
Roseville, California 95661 Nevada City, California 95959
Contact Person: Mary O'Mara Contact Person: Phebe Bell
Phone: (916) 783-5207 Phone: (530) 470-2784
E-mail: maryo@SierraMentalWellness.org E-mail: Phebe.Bell@co.nevada.ca.us

Funding: 1589-40110-493-8301/521520 CFDA No.: N/A
1589-40110-493-8302/521520; CFDA Agreement No.: N/A
1512-40110-493-1000/521520;

Contractor is a: (check all that apply)

Corporation: X Calif. Other LLC X Non-profit
Partnership: Calif. Other LLP Limited
Person: Individ. DbA Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	<u> </u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any

property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of

California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which

was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Jon Kerschner
Executive Director

Richard Anderson
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
SIERRA MENTAL WELLNESS GROUP

Contractor shall provide Crisis Intervention Services defined as an immediate therapeutic response by phone and/or face to face contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, information regarding Mental Health services and related issues, referral to alternate resources and consultation with referring agencies or client's significant others. Contractor shall also operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

A. Crisis Intervention Services

The specific responsibilities of the Contractor are as follows:

1. Providing assessments and evaluations of Mental Health clients at the clinic, jail, Juvenile Hall, Sierra Nevada Memorial Hospital emergency room or other designated areas, Hospitality House, Rood Center, and Miners Clinic.
2. Providing referral, linkage and follow-up, including daily referrals, when appropriate to Spirit Center.
3. Completing admissions to the 5150 facility designated by County when needed.
4. Assisting crisis clients in obtaining social and other human agency services.
5. Responding to special requests for crisis and/or evaluation services, including phone assessments, intakes, authorizations and screening for medical necessity.
6. Providing crisis services and short-term follow-up for mentally disordered clients who have had previous crisis contact.
7. Providing information, education and consultation as appropriate.
8. For clients evaluated for a 5150, but not appropriate for hospitalization and needing detoxification from alcohol or drugs, the crisis worker will link client to appropriate detoxification program using the associated Behavioral Health Policy and Procedure.

The locations, services, and hours are as follows:

1. Nevada City/Grass Valley on-site hours shall be Monday-Friday 24-hour coverage with at least one staff member on-site, and one additional position from 10:00 am to 10:00 pm; weekends and holidays coverage includes having one staff person on site 24-hour per day, and an additional position on site from 10:00 am to 6:30 pm.
2. TRUCKEE- on-call only, and hours shall be Monday-Friday 8:00 A.M. to 5:00 P.M. After-hours on call shall be weeknights from 5:00 P.M. to 8:00 A.M. and 24 hours on weekends and holidays.

*NOTE: The expected response time of one-half hour may vary due to winter conditions.

3. PROCEDURES FOR CRISIS WORKERS: Crisis workers will respond to phone calls and walk-ins directly and triage each case according to individual needs. Crisis workers will be available by phone and/or pager. Crisis workers will provide immediate brief intervention and follow-up for people experiencing emotional crisis in their lives. Phone contacts will result in arranging an on-site evaluation within 30 minutes according to Section 5150 of the Welfare and Institutions Code when the client or community circumstances warrant mental status evaluation; requests by hospital, law enforcement or other agencies for on-site consultation or when the worker determines that the client's condition requires immediate intervention. At the end of each shift crisis worker will contact the incoming crisis worker regarding crisis contacts and pending

issues. Crisis worker will leave crisis note making recommendation for follow-up treatment at jail, Juvenile Hall and Sierra Nevada Memorial Hospital.

4. **CRISIS TEAM DIRECTOR:** The Crisis Team Director will be provided by Contractor and will have the primary responsibility for supervising the Crisis Team and coordinating the crisis service with Nevada County Behavioral Health.

Staff Specific responsibilities include:

- a. Provide and maintain crisis coverage for Nevada County Behavioral Health.
 - b. Collaborate with Behavioral Health to ensure that there is 24-hour crisis coverage scheduled.
 - c. Provide oversight and coordination of the Crisis Team; meeting with individual crisis team members on an as needed basis.
 - d. Train the Crisis Team members prior to assuming crisis duties and provide ongoing training as needed.
 - e. Coordinate staff attendance at Crisis Team meetings as needed.
 - f. Coordinate Crisis Services with and provide feedback to Nevada County Behavioral Health Director/Alcohol and Drug Program Administrator, hereinafter referred to as Behavioral Health Director, or his/her designee. Attend meetings, which focus on crisis interface with Mental Health services.
 - g. Review crisis system procedures and policies and submit to Behavioral Health Director for approval.
 - h. Other specific duties relevant to crisis service provision including consultation and education regarding crisis services/case resolution. This shall not include general mental health promotional activities.
5. **QUALIFICATIONS:** The Crisis Team Director shall have a Masters degree in either social work, psychology or a related field and must possess a valid California license as LCSW, MFT or Ph.D or Registered Nurse. He/she shall have five years experience in the provision of community Mental Health Crisis services and two years supervision of Crisis services.

The scope of work for Crisis workers will depend on their level of education. It is preferred that Crisis workers shall have at least a Master's Degree in behavioral sciences, psychology, sociology or a related field. License eligibility is required unless staff are currently enrolled in a graduate program related to above educational requirement, and they have both graduate courses in Assessment and Diagnosis and training in these areas sufficient to operate in the role of a license eligible staff. Crisis workers may have only a Bachelor's Degree in behavioral sciences and at least two years crisis related experience. These staff may complete crisis evaluations and only select components of assessments (per the Department of Health Care Services Information Notice 17-040), but they may not complete diagnoses and must work at the same time as Masters level or graduate school staff who can complete required components of the assessment and the diagnosis. If State Department of Health Care Services or Federal Medi-Cal requirements change, Contractor staff must meet those requirements.

6. **CERTIFICATION:** Upon request by any hospital or other health care facility, Contractor agrees to provide a certification that the crisis workers it has hired meet the employment criteria for crisis workers and are qualified to do crisis intervention.
7. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time a crisis worker may be hired by Contractor who does not provide services to the level or in the manner, which is appropriate for the circumstance. In that event, County shall communicate any service or worker deficiencies to

Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any worker who does not provide services to the level of its expectation.

8. Administrative services shall be provided by Contractor.
9. Contractor must maintain privileges at Sierra Nevada Memorial Hospital and Tahoe Forest Hospital.
10. Contractor must maintain cooperative working relationships with all agencies and county departments and report any problem areas to the Behavioral Health Director.
11. Contractor must follow criteria established by Nevada County for admission to Psychiatric inpatient unit.
12. APPLICABLE RECORDS:
 - a. Patient Records - Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.
 - b. Statistical Reports - Statistical records shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
 - c. The Contractor agrees to extend to the Behavioral Health Director or his/her designee, the right to review and investigate records, programs or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.
 - d. Monthly statistical and activity reports will be submitted to the Behavioral Health Director in a format specified by the Behavioral Health Director.
 - e. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.
13. ADMINISTRATIVE CHANNELS: Contractor shall be responsible to the Behavioral Health Director, or his/her designee, in accordance with all provisions under the Welfare and Institutions Code, which includes that the Director shall exercise general supervision over the Mental Health Services under the County Short-Doyle Plan, and shall be responsible for the ongoing coordination of all public and private Mental Health programs and services in the County.
14. The Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code Division 5 entitled Community Mental Health Services Act, Sections 5000-5803.
15. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
16. As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as authorized and requested by the County. This may include the following Cerner/Anasazi functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data

collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

Additionally, Contractor shall be responsible for providing:

1. Quarterly Progress Reports within 30 days of the end of each quarter;
2. An Annual Progress Report within 30 days of the end of the fiscal year;
3. Any MHSA Progress or Evaluation Report that is required, and or as may be requested by the County. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA reporting guidelines.

B. Crisis Stabilization Unit

Contractor shall operate, in collaboration with the County and stakeholders, a Crisis Stabilization Unit (CSU) for the Nevada County Behavioral Health Department, as outlined in this Schedule of Services.

All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care requirements.

Background and Overview

Contractor shall maintain staffing for the CSU, and thereby further enhance the crisis continuum of care for residents of Nevada County. This continuum of care includes the Crisis Response Team, Insight Respite Center, Spirit Peer Empowerment Emergency Department program, and other collaborative arrangements with agencies within and outside the county, such as Nevada County Behavioral Health (NCBH) and Turning Point. The CSU offers a much calmer, therapeutic environment for individuals in a psychiatric crisis, given that the CSU lends to physical separation from non-psychiatric patients at the Emergency Department (ED). At the CSU, individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

Crisis Stabilization Unit Management

Contractor CSU Responsibilities

- 1) Provide management and oversight to all CSU Specialists. It is not the intent of the County of Nevada to direct or control the hiring or the provision of Crisis Services. However, the parties acknowledge that from time to time CSU staff may be employed by Contractor who does not provide services at the level or in the manner that meets performance level criteria for such a position. In such an event, County shall communicate any service or worker deficiencies to Contractor and the County reserves the right to require Contractor to take appropriate action regarding any worker who does not provide services to the level of its expectation.
- 2) Management and administrative services, such as creating invoices for payment, timesheet management, purchasing supplies, replacing furniture and equipment as necessary, contracting for psychiatry services, and other non-clinical activities.
- 3) Maintain cooperative working relationships with all CSU-related agencies, including SNMH and Tahoe Forest Hospital (TFH), any relevant counties and other Nevada County departments, and report any problems to NCBH. The CSU supervisor or designee along with County Department staff shall attend quarterly meetings with SNMH to discuss the CSU. Contractor will implement as approved by the department process improvements identified at these meetings.
- 4) Develop and maintain all applicable documentation and records:
 - a. Patient Records – Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the

- end of each shift. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by NCBH, including Event Monitoring Forms, progress notes, assessments and other required documentation. All documentation shall meet Medi-Cal and Medicare requirements. Pertinent client records and notes shall be incorporated into the NCBH Electronic Health Records (EHR) system, as appropriate.
- b. Statistical Reports – Statistical records and evaluation activities shall be kept and reports made as required by County on forms provided by County. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during the normal business hours.
 - c. Contractor agrees to extend to NCBH or his/her designee, the right to review and investigate records, programs, or procedures, at any time in regards to clients as well as the overall operation of Contractor's programs.
 - d. Develop and submit all required monthly statistical and activity reports to NCBH and/or evaluation in a format specified by NCBH.
- 5) Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law. Contractor shall implement procedures to protect client confidentiality and train workers in complying with all confidentiality requirements.
 - 6) Develop and maintain a budget in compliance with all county, state and federal requirements.
 - 7) Deliver services in compliance with all provisions described under the Welfare and Institutions Code.
 - 8) Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, Sections 500-868, the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

Crisis Stabilization Unit (CSU)

A. CSU Staffing Qualifications

- 1) All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- 2) The Contractor shall maintain a documented staffing plan for the CSU that covers staffing strategies for business hours, after hours, and weekends.
- 3) The plan will detail the use of licensed and non-licensed clinicians for staff of the CSU. Staffing will meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348.
- 4) Staff shall meet Medi-Cal requirements for billing Rehabilitative Services and other Mental Health Services.
- 5) A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the contractor will be on site at all times beneficiaries are present.
- 6) At a minimum, there shall also be a ratio of at least one licensed mental health or waived/registered professional on site for each of four clients receiving Crisis Stabilization Services.
- 7) A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This period will be determined by the Contractor and County as the time that best meets the needs of the clients and staff.

- 8) CSU staff shall be strength-based and respectful in all dealings with clients. Throughout the client's stay, a strong team approach will be emphasized that consistently follows shared decision making. Gender, social, cultural, ethnic, trauma history, age, and other factors will be considered. Utilizing the Recovery Principles of client self-direction and strengths based, CSU staff will facilitate a discussion of day-to-day coping strategies that clients believe are helpful with symptom recognition and symptom triggers, and develop a well-prepared Recovery plan.

B. CSU Admission and Discharge Processes

- 1) Each person will be screened for eligibility by the Crisis Response Team (CRT). The screening will include a collaboration of the Crisis Specialists, who completed an initial 5150 assessment, along with possible Tele psychiatric consulting physician, ED physician and other staff when appropriate. NCBH will perform periodic review and oversight of admission practices to the CSU. Eligibility criteria for admission to the CSU are outlined below:
 - Eighteen (18) years of age or older;
 - At risk of needing psychiatric hospitalization;
 - Discharged or transferred (while on a 5150 hold) from an ED, and determined to be both medically cleared of any need for inpatient medical procedures and medically appropriate for the CSU; Clients may be admitted to the CSU while on a 5150. This could be during times the CRT is in the process of finding a psychiatric bed; and admission assessments by the CRT will consider the client's psychiatric stability and any indications that the client is a danger to self or others prior to placement in the CSU.
- 2) The CRT may also, at times, need to re-assess a CSU client who psychiatrically escalates while in the CSU for re-determining the appropriateness of that placement. These assessments will consider whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of the client, including whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior. Staff at the CSU may also do this re-assessment if they are also a member of the CRT. They would bill their time for this activity to the CRT contract. .
- 3) Any time a client cannot be managed in the CSU, they will be referred back to the SNMH ED or to another medical or forensic setting that meets their psychiatric needs. Upon admission to the CSU, the client will have a collaborative meeting that includes a Crisis Unit Specialist, and if available the client's family / supports to develop the best plan for the stay in the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, will be initiated in the first few hours of the CSU stay, and completed prior to leaving the CSU at discharge. The discharge plan provides a clear outline of both strategies for staying safe and linkages to services with community services.
- 4) All clients are expected to be discharged from the CSU within 23 hours. The CSU supervisor and the County designee must be immediately notified of an exception (e.g., severe weather, etc.) of a client staying longer than 23 hours at the CSU (excluding those on a 5150). Any client on a 5150 while at the CSU who appears to no longer meet criteria for 5150 will be assessed by the CRT, and be cleared by the on call psychiatrist for a rescind of the 5150. Any client who is being considered for release from the CSU following the expiration of the 5150 will have the clinical case reviewed by the CSU therapist with the on-call psychiatrist. The psychiatrist must agree that the client no longer meets 5150 criteria prior to release of the client.
- 5) The goal of the CSU is to help stabilize risk factors and eventually, following the resolution of the crisis, to support the client to integrate back into the community and/or reduce the reoccurrence of crises, as well as help clients stay connected to the community. The contractor will integrate family members and other supports in the community into the provided services as much as reasonably possible. Immediate resources that help the client meet physical, emotional, social, housing and other basic necessities will be sought, as well. The staff will utilize a collaborative team approach involving CSU staff, on-call psychiatrist, client's supports, NCBH staff, and Respite staff and other resources from the community or other agencies as appropriate.

- 6) Each client will be discharged from CSU with a Recovery Plan that includes a comprehensive plan to manage risks and to prevent relapse. The plan will be developed after ongoing assessments and needs identification, using motivational interviewing and the Recovery perspective. In addition to identifying relapse prevention strategies, the plans will include the topics of clinical interventions of medication, nursing, psychotherapy, service coordination, and an identification of potentially effective interventions of outside agencies and community resources will be considered in how they will proceed with the client's discharge from the CSU.
- 7) Clients will be linked to appropriate community resources prior to discharge, including scheduled appointments with outpatient services, referral to Insight Respite, Odyssey House, and/or other resources, including resources of another county when that person is a resident outside of Nevada County.

C. CSU Policies and Procedures

- 1) Contractor will work with the County, other counties that contract with Nevada County, and its stakeholders to further refine policies and procedures that involve all aspects of the operations of the CSU. Admission, discharge, physical management of medication, psychiatrist consultation, meal times, and other essential functioning of the CSU will be continually analyzed and revisions made in the corresponding policies and procedures.
- 2) The procedures will be organized by the Contractor in an Operations manual and made available during State audits and required onsite visits.

Additional Contract Provision

A. Staff Training

- 1) Training, mentoring, education, and support are high priorities for the contractor, as well as all NCBH staff and stakeholders. Training will include not only didactic presentations in-house and through NCBH and other agencies, but frequent supervision, supportive meetings, and collaborative communication within the CSU, as well as with the County and with the other agencies in the crisis continuum of care and other community agencies
- 2) Contractor shall provide evidence-based or emerging/promising practices whenever possible, including following the principles of being Wellness-, Recovery-, Family-, and Resiliency-oriented in the CSU. Training within SMWG shall include Motivational Interviewing, Trauma Informed Care, managing potentially assaultive clients, and other areas.
- 3) Contractor shall provide a minimum of 20 hours of training per year to its staff to develop and refine skills in at least the following training areas:
 - Counseling skills
 - Motivational Interviewing
 - Recovery philosophy and services
 - Understanding Mental Health Disorders (e.g., Schizophrenia, Mood Disorders, Depression; multiple disorders; co-occurring substance use)
 - Principles of Substance Abuse
 - Medication usage and management
 - Working with individuals that have a severe personality disorder
 - Communication skills
 - Therapeutic exercises
 - Handling suicide threats or actions
 - Crisis management
 - Discharge planning
 - Knowledge of community services and resources
 - Promoting family involvement and support
 - Principles of good nutrition including: proper food preparation, storage, menu planning

- 4) Training will take into account the individual needs of staff, as well as providing update training for all staff in these core skills. Further trainings identified by the Contractor, County, or stakeholders will also involve adding new skill sets. Such areas may include supporting family members and/or a client's natural supports, understanding "inside mental illness," and challenges with living with and obtaining treatment for co-occurring mental illness and substance used disorders. In addition, training on working with families and other support persons, will be available.
- 5) Contractor shall maintain, at all times, trained and skilled staff, who understand and maintain confidentiality of all persons served and their records. Anonymity of current and past clients will be maintained by staff and volunteers at all times.
- 6) Through formal training, ongoing mentoring, frequent supervision and collaboration, and access to online courses, persons who provide services will have the needed support to deliver quality, accessible services.

B. Electronic Health Record (EHR)

- 1) The Contractor shall utilize Cerner Behavioral Health Solution EHR System functionality that is relevant to the scope of work of this contract, as requested by the County. This utilization may include the following Cerner Behavioral Health Solution EHR functionality: Registration, assessment, documentation, Billing, System, Doctors HomePage, E-Prescribing, Medication Notes, and other designated functions. This requirement includes the data collection necessary for the County to meet billing and, importantly, quality assurance goals.
- 2) The Contractor shall receive training as needed to be able to comply with this requirement. The Contractor will identify "Super users" which have strong computer skills that can provide extra training and support of weaker users of the EHR in the CSU. The Contractor will also collect and transmit to the County demographic and other grant related data on clients that meets criteria for State, Federal, MHSA, and other guidelines per the NCBH directive. NCBH will provide access and training to Contractor as needed to enable Contractor to comply with the EHR system-use requirement. In addition, Contractor will collect information on forms provided by County, to meet these guidelines.
- 3) The Contractor shall also maintain approval from Sierra Nevada Memorial Hospital to access their portal to obtain relevant health information to the extent permissible under the law.

C. Evaluation and Data Collection

- 1) Contractor agrees to cooperate with County for the collection of data for the Evaluation Component of the grant for the operation of the CSU. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the CSU. This approach will provide the information needed to understand access, quality, utilization, and client- and system-level outcomes. Contractor staff shall work closely with the grant evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data will be used by the evaluator to produce monthly, quarterly, and annual reports. CSU team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with the staff. Client satisfaction surveys will be collected on at least 25% of all CSU clients. Data will be submitted to the grant evaluator for analysis.
- 2) Contractor shall provide data for other available funding sources, such as MHSA. Contractor shall collect and submit timely data on all persons referred to the CSU, including data related to number of admissions to the CSU. Contractor shall ensure that data is collected in a reliable and timely manner, and ensure that all staff and volunteers understand the importance of accurate and timely data. All data will be presented and reviewed at MHSA, Continuum of Crisis Care, stakeholder, and other relevant meetings.
- 3) Contractor shall provide data for analyzing outcome measures for clients and the Crisis Continuum of Care. This may include success rates for discharges, percentage of occurrences

when there was family / significant other involvement, CSU admissions that were successfully returned to the community (removing 5150 holds), etc.

D. Medi-Cal Certification

- 1) Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- 2) Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- 3) Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.
- 4) Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.
- 5) Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

E. Records

As a subcontractor of County operating the Crisis Stabilization Unit and receiving Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, contractor shall make available, upon written request from the Secretary of Health and Human Services, Sierra Nevada Memorial Hospital, Comptroller General of the United States, or any other duly authorized agent or representatives, books, documents and records of Contractor's organization that are necessary to verify the nature and extent of such costs until the expiration of seven (7) years after the end of the contract term.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
SIERRA MENTAL WELLNESS GROUP

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, County shall pay Contractor a maximum amount not to exceed \$1,133,993 for the fiscal year July 1, 2019 through December 31, 2019.

It is understood and agreed by and between the parties that said payment is for services provided herein and not for direct patient care which is to be billed by Nevada County Behavioral Health to the involved third party in accordance with the procedures, rules and regulations of the State of California, and the DEPARTMENT, and/or third payor.

In the event of termination or in the event of non-performance of this Contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this Contract.

The Contractor's reimbursement is based on the staffing pattern described in Exhibit A, and according to the estimated project budget:

	Crisis Intervention Services			CSU	Total All Programs
	Western MHSA	Western Non-MHSA	Eastern Other	Crisis Stabilization Unit	
On Site	105,098	135,630			240,728
Supervisor	14,524	26,973		40,862	82,358
Assistant Supervisor	9,016	30,182		36,400	75,598
Lead Clinician	8,930				8,930
Staff Back-up/On Call			21,750	8,795	30,545
Rollouts			5,175		5,175
Program Management			10,200		10,200
Licensed Therapist/Mental Health Professional				119,808	119,808
Psych Tech/Medical Professional				111,540	111,540
Administrative	18,750			20,800	39,550
Meetings/Training	3,250	3,250	1,750	3,750	12,000
Total Salaries	159,567	196,034	38,875	341,954	736,430
Payroll Taxes as 24% of Salaries	38,297	47,049	9,330	82,069	176,744
Total Personnel Expenses	197,864	243,083	48,205	424,023	913,174
Psychiatry				38,750	38,750
Pharmacy				1,000	1,000
Office Supplies				3,750	3,750
Utilities/Meals/Environmental/Linen/Security				35,750	35,750
Staff Development				2,000	2,000
Transportation Services				1,075	1,075
Staff Recruitment				1,375	1,375
Mileage			700	435	1,135
Total Operating Expenses	\$ -	\$ -	\$ 700	\$ 84,135	\$ 84,835
Administrative Overhead	25,722	31,601	6,358	72,304	135,984
Total Expenses	\$ 223,586	\$ 274,683	\$ 55,263	\$ 580,462	\$ 1,133,993

Contractor agrees that it will be responsible for the validity of all invoices and agrees that it will reimburse County for any payments made by County to Contractor for which billings were prepared and submitted to Department of Behavioral Health, and which were thereafter disallowed in whole or in part by the Department of Behavioral Health and/or County; which includes maximum allowable cost(s) reimbursement by the State.

Contractor may submit a monthly invoice for up to \$97,277 or one-twelfth of the contract maximum for Crisis Stabilization services by the first day of each month in the contract year, beginning July 1, 2019.

The Behavioral Health Director may at her discretion approve an increase over the monthly 1/12th amount if necessary for program expenditures.

Contractor shall submit monthly fiscal reports, including a detailed list of costs for the prior month, and cumulative for the contract period, within 30 days of the end of each month.

Contractor shall submit invoices and fiscal reports to:

Nevada County Health and Human Services Agency
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, California 95959

Payment of approved invoices shall be made within thirty (30) days of receipt of a completed, correct and approved invoice.

Cost Settlement

Contractor will submit an annual Cost Report on the State mandated forms, in compliance with the State Cost Report manual, to County by September 30th, after the close of the fiscal year. Contractor may request extension of due date for good cause and at its discretion, County will provide written approval or denial of request. The Cost Report requires the reporting of all services to the County on one Cost Report.

The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, or State DHCS County Interim Rate. A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on the lower of Contractor's actual cost to provide services under this contract or contract maximum. Payment will be required by County or Contractor within 60 days of Settlement, or as otherwise mutually agreed.

Contractor will be subject to State DHCS/Federal Medi-Cal or Quality Assurance audits at any time. Contractor and County will each be responsible for any errors or omissions on their part. The annual State DHCS/Federal Audit may not occur until five years after close of a fiscal year and not be settled until all audit appeals are completed/closed. Final findings must be paid by County or Contractor within 60 days of final audit report or as otherwise agreed.

Records to be Maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractor's Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all audits and appeals are completed, whichever is later.

In the event of termination or in the event of non-performance of this Contract for any reason, payment shall be prorated to the date of termination or non-performance, notwithstanding any other provision of this Contract.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

Sections 35 through 37 are hereby added to read as follows:

35. Laws, Statutes, and Regulations:

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contract.

B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

- (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Agreement shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.
- (b) Disclosures to be provided:
1. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 2. Date of birth and Social Security Number (in the case of an individual).
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
 4. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent,

child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:

- i) Upon the provider or disclosing entity submitting the provider application.
- ii) Upon the provider or disclosing entity executing the provider agreement.
- iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
- iv) Within 35 days after any change in ownership of the disclosing entity.

II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:

- i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
- ii) Upon the fiscal agent executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the fiscal agent.

III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
- ii) Upon the managed care entity executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the managed care entity.

IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

36. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

A. **HEALTH RECORDS:** Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. **TREATMENT PLAN:** Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives.

County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.

D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (PAHP), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the state fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to

organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. **PATIENTS' RIGHTS:** Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.

J. **HOURS OF OPERATION:** Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

K. **WRITTEN MATERIALS:** Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

37. 42 C.F.R. Laws and Regulations: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

A. **DEBARRED, SUSPENDED, CONTRACTORS:** Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:

- (a) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- (b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.

B. **EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED:** Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement.
- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If the County finds that Contractor is not in compliance, the County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing agreement with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Agreement; or
- (c) May not renew or otherwise extend the duration of an existing agreement with Contractor unless the Secretary provides to the State and to Congress a written statement describing

compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Agreement.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].

E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:

- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- The availability of assistance to the beneficiary with filing grievances and appeals.
- The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any

such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

EXHIBIT “D”

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.