

**Administering Agency:** Nevada County Behavioral Health Department, Health and Human Services Agency

**Contract No.** \_\_\_\_\_

**Contract Description:** Agreement for Licensed Software, Services, and Maintenance

**PROFESSIONAL SERVICES CONTRACT  
FOR HEALTH AND HUMAN SERVICES AGENCY**

**THIS PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made at Nevada City, California, as of July 11, 2023 by and between the County of Nevada, (“County”), and Kings View Professional Services (“Contractor”) (together “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Hundred Three Thousand Seven Hundred Six Dollars (\$303,706).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the

Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Certificate of Good Standing** Contractors who are 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 shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
  - 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply 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** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
  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. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
  21. **Financial, Statistical and Contract-Related Records:**
    - 21.1. **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.
    - 21.2. **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, including general business 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.
    - 21.3. **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 correct amount owed during the audit period.
  22. **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.

23. **Termination.**

- A. A material breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, 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) calendar days written notice to Contractor.**
- C. 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 registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, 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 Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County 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.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all

right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 23, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **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 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 Contract, Contractor agrees to protect the confidentiality of any confidential information with which 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.

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

32. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

33. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department		Kings View Professional Services	
Address:	500 Crown Point Circle, Suite 100	Address	7170 N. Financial Drive, Suite 110
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Fresno, CA 93720
Attn:	Phebe Bell	Attn:	Amanda Nugent Divine, PhD, CEO
Email:	Phebe.Bell@nevadacountyca.gov	Email:	anugentdivine@kingsview.org
Phone:	(530) 470-2784	Phone:	(559) 256-7601

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**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 to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Edward Scofield , Chair, of the Board of Supervisors

By: \_\_\_\_\_  
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CONTRACTOR: Kings View Professional Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: Secretary \_\_\_\_\_

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- Exhibit A: [Schedule of Services](#)**
- Exhibit B: [Schedule of Charges and Payments](#)**
- Exhibit C: [Insurance Requirements](#)**
- Exhibit D: [Behavioral Health Provisions](#)**
- Exhibit E: [Schedule of HIPAA Provisions](#)**
- [Summary Page](#)**



**EXHIBIT “A”  
SCHEDULE OF SERVICES  
KINGS VIEW PROFESSIONAL SERVICES**

This Schedule of Support, Hosting and Maintenance Services is applicable to the utilization of Cerner Community Behavioral Health Software (formerly Anasazi Behavioral Health Software) for COUNTY's Electronic Health Record information and service billing to various funding sources. The Cerner software modules utilized by COUNTY and Hosted by Contractor are hereby incorporated by way of reference into this Schedule to include:

1. Cerner Client Data System;
2. Cerner Assessment System;
3. Cerner Treatment Plan System;
4. Cerner Scheduling System;
5. Cerner Doctor's Home Page;
6. Cerner Cost Accounting System;
7. Cerner Human Resource System;
8. Cerner Fiscal System;
9. Cerner Managed Care Organization (MCO) System;
10. Ultra Sensitive Exchange/ Cerner Direct HISP - Ambulatory;
11. CBH Electronic Prescription of Controlled Substances (EPCS) Credential and Authentication;
12. DSM-5 for Community Behavioral Health;
13. Cerner Reference Labs (RLN);

Contractor represents and warrants that it has a thorough understanding of the Cerner Community Behavioral Health Software and its application in the California Medi-Cal billing environment. Having the contracted responsibility as the System Administrator for the Cerner Community Behavioral Health Software system Contractor assumes the lead role on such items as but not limited to: system integrator, reports generator, providing guidance on workflow and ongoing system set-up, assisting with month end billing and accounts receivable processes including data and error review prior to submission of monthly claims, training of county staff, reviewing Cerner Community Behavioral Health Software updates (Promotions) overall system performance back up & disaster recovery, testing compliance of State and Federal mandated changes including CalAIM and BHQIP requirements, and providing system maintenance, administrative, and technical support including helpdesk functionality.

CONTRACTOR shall provide application hosting services at CONTRACTOR's Data Center located in Fresno CA. Contractor warrants that its data center is a HIPAA compliant facility, monitored 24/7, climate controlled environment, dry fire suppression system, hardware and power supply redundancies, expandable 30 terabytes of storage capacity and data communication. CONTRACTOR shall update its hardware every 3 years to ensure efficient utilization of the latest available technologies.

CONTRACTOR shall provide the following services:

**Section 1.0 Reporting/Compliance**

- 1.1 CONTRACTOR shall provide services and software support that are compliant with all applicable local, state and federal requirements for claiming or billing and Clinical systems.
- 1.2 CONTRACTOR shall work with and coordinate with COUNTY to ensure that all local, state and federal requirements are met within the time lines set by those agencies.
- 1.3 CONTRACTOR shall provide specialized reporting as required by County, State, and Federal agencies as a result of mandatory audit/reporting requirements.
- 1.4 CONTRACTOR shall provide customized reporting formats, screens, data tables and databases as required for COUNTY's operation of COUNTY'S Mental Health and Alcohol/Drug Program, and CONTRACTOR shall generate Mental Health and Alcohol/Drug Program reports for COUNTY as requested.
- 1.5 CONTRACTOR and COUNTY will work together on setting up an Activity Deadline for the purpose of reporting or compliance. The Activity Deadline Calendar includes the defined roles, responsibilities and processes for each party for the reporting or compliance activities.
- 1.6 COUNTY will provide information technology and business process staff resources to work with CONTRACTOR in the development of specialized reports for audits and compliance activities.

## **Section 2.0 Cerner Community Behavioral Health Software Management, and Training**

- 2.1 Client Data, Scheduler, Assessments & Treatment Plans (ATP), Reference Labs, Messaging/HIE, DSM-V/ICD-10, EPCS, Document Management, Managed Care Products (MC), and any additional Cerner ATP software modules or features County opts to incorporate.
  - a. CONTRACTOR will provide at no additional cost continuing training of Behavioral Health Department staff and contracted providers as it applies to the ATP applications including an electronic medical record management. All training will be at COUNTY'S facilities with CONTRACTOR'S staff on site or via video conferencing or internet meeting technologies at times that best meet COUNTY needs for communicating new procedures or policies to COUNTY staff.
  - b. CONTRACTOR agrees that as the Information Systems expert in applying Cerner Community Behavioral Health Software in the California environment, CONTRACTOR will ensure that assigned staff liaisons respond to COUNTY Clinical concerns, issues, and questions in a timely manner. There should be no more than a week turnaround for items that can be resolved by CONTRACTOR and additional support will be added if the lead liaison cannot meet this timeframe.
  - c. CONTRACTOR will provide consultative services to COUNTY concerning current and historical data analysis, data collection, system design, claiming, billing, Clinical systems and reporting as needed or when requested by COUNTY.
    - d. CONTRACTOR agrees to maintain a LIVE, TRAIN and TEST version of Cerner Community Behavioral Health Software on CONTRACTOR's servers.

- i. The TEST environment serves the purpose of testing all development work including WYSIWYG form changes and Cerner Community Behavioral Health Software Promotions.
- ii. The TRAIN environment serves the purpose of training staff on changes to Cerner Community Behavioral Health Software Promotions or products. This environment is a copy of the LIVE for purpose of training staff on actual data without impacting the LIVE or production environment.
- iii. The LIVE environment is the production environment. Changes to this environment require coordination with and approval of COUNTY EHRS Steering Committee before being implemented.

**2.2** CONTRACTOR agrees to perform all development work and testing in the TEST environment, following notification by CONTRACTOR to COUNTY and with COUNTY's approval.

- a. CONTRACTOR agrees to coordinate the scheduling and release or transfer of development work to LIVE or TRAIN environments, and of copies from LIVE to TRAIN or LIVE to TEST, with COUNTY EHRS Steering Committee.
- b. COUNTY agrees to coordinate all moves or changes impacting the LIVE, TRAIN, or TEST environments with COUNTY Cerner Community Behavioral Health Software users and CONTRACTOR. COUNTY will determine and decide on the schedule when Promotions (Cerner Community Behavioral Health Software updates or upgrades) are loaded, the process for loading Promotions into each environment, and any system copies.
- c. COUNTY agrees to submit requests to CONTRACTOR Help Desk for any system copies or changes impacting LIVE, TRAIN, or TEST environments.

**2.3** CONTRACTOR will provide guidance and recommendation when to load Promotions. Services will include the following:

- a. Prepare and provide to COUNTY EHRS Steering Committee a thorough risk-benefit analysis for all Cerner Community Behavioral Health Software Promotions based on supplied documentation from Cerner within 4 weeks of the released Cerner Community Behavioral Health Software Promotion to include:
  - i. Summary of the purpose(s)
  - ii. List of known and potential risks
  - iii. List of known and potential benefits
  - iv. Reporting implications, including identification of any additional report functionality
  - v. Recommendation on when to load the Promotions based on CONTRACTOR'S testing results and COUNTY's claiming schedule.
    - 1. Test Cerner Community Behavioral Health Software promotion and work out known bugs on CONTRACTOR hosted servers TEST environment.
    - 2. Coordinate and work with COUNTY Steering Committee to schedule when CONTRACTOR will load promotions including any copies of LIVE to TRAIN or LIVE to TEST.

3. COUNTY is aware failure to load all Cerner Community Behavioral Health Software Promotions in sequence and as supplied by Cerner could impact CONTRACTOR'S ability to meet scope of services as discussed as set forth herein.
  4. CONTRACTOR will maintain Cerner Community Behavioral Health Software Promotions within the vendor suggested guidelines (staying within 3 Promotions of the current Promotion). An exception will be made when a major release to key functionality such as ATP, Assessments or Client Data requires planning and additional training to facilitate a smooth implementation of the new promotion.
  5. CONTRACTOR, with County agreement, may reschedule the load of Promotions based on available staff resources or discovery of previous unknown or documented bugs which *may* negatively impact key agency operations.
- b. CONTRACTOR will act as system administrator in COUNTY's CONTRACTOR hosted system and agrees to provide customization including table changes or updates, workflow redesign, keying guides, management forms, WYSIWYG design and development, training materials and other assistance. The scope of services shall include the publishing and availability of the following forms of documentation:
- i. Manuals for Accounts Receivable (**AR**) and all reporting required by the State of California.
  - ii. Status Reports as mutually agreed, including the status of claiming, billing, ATP changes or updates, Promotion testing status, and MCO status (if implemented), via email to the BH Helpdesk and the COUNTY EHRS Steering Committee. A written report format, content and frequency will be determined and modified as needed by mutual agreement.
  - iii. COUNTY'S electronic health record system schema (incorporating COUNTY's unique implementation decisions) as it relates to CONTRACTOR provision of services, as directed by COUNTY'S EHRS Steering Committee.
  - iv. Special Projects (audits, State reviews, other ad hoc requests) as needed by COUNTY including the following:
    1. Consultation and assistance with special projects
    2. Data/Reports
    3. Participate in Meetings/Calls

### **Section 3.0 Ongoing Support for Cerner Data Center Hosted Software**

- 3.1 COUNTY and CONTRACTOR acknowledge COUNTY'S ERHS is hosted at Cerner Data Center located in Kansas City, MO. CONTRACTOR will notify COUNTY EHRS Steering Committee of all upgrades or modifications to the system which affect billing or other operational functions within three days after CONTRACTOR receives notice of such upgrades or modifications

- 3.2** COUNTY will continue to maintain its existing Cerner Community Behavioral Health Software User Forum and User Group account to access Cerner Community Behavioral Health Software announcements of Promotions. This same account receives emails and participates in the User Forum discussions via email.
- 3.3** COUNTY will continue to own its CBHA (Cerner Behavioral Health Alliance) and CALSIG (California Special Interest Group) voting rights. At COUNTY EHRS Steering Committee discretion COUNTY may assign CONTRACTOR as the Proxy vote for COUNTY at CCBHA conventions. If COUNTY chooses to assign its vote, COUNTY will complete and deliver to CONTRACTOR a PROXY assignment request prior to each CBHA conference.
- 3.4** All upgrades and modifications will first be installed to TEST environment for evaluation by CONTRACTOR and COUNTY staff. Only after approval by COUNTY will modifications and upgrades be installed in LIVE or TRAIN environments. The approval process will be completed within thirty (30) days of loading modifications onto TEST environment. COUNTY is aware some modifications may be needed to fix system issues in LIVE. Work on the LIVE environment in impacted areas may need to be halted until COUNTY approves the software modification. CONTRACTOR will inform COUNTY of potential impacts to any system functionality including billing or claiming or clinical systems, and coordinate with COUNTY to ensure the modification is installed at a mutually agreeable date and time.
- 3.5** COUNTY is responsible for approving the load of the new Promotions containing any patches or upgrades. COUNTY must submit the request to CONTRACTOR Help Desk located in Fresno, CA for the loading of any Promotions due to contractual hosting obligations between COUNTY and CONTRACTOR.
- 3.6** CONTRACTOR is assigned responsibility for Hosted System Support including Network Connectivity Support between COUNTY and CONTRACTOR.
- 3.7** CONTRACTOR will provide access up to 70 concurrent users utilizing Citrix software. Once pricing is received from Cerner, concurrent user licenses will be reduced to 35. CONTRACTOR will maintain updates to ensure compatibility with Cerner Community Behavioral Health Software.
- 3.8** CONTRACTOR will act as sole liaison between COUNTY and Cerner with respect to COUNTY'S Cerner Community Behavioral Health Software hosted on CONTRACTOR servers, and will be responsible for working with Cerner to resolve all software and/or connectivity issues regarding said software. In addition, unless a separate schedule is mutually agreed upon by the Parties, Contractor shall ensure that new Cerner software modules made part of this Agreement will be successfully implemented and fully operational within a period of 30-days from the date of the release of each new software module.
- 3.9** COUNTY is aware additional charges may apply from Cerner and CONTRACTOR if COUNTY staff place support calls directly to Cerner and not to CONTRACTOR Help Desk

**Section 4.0 Medi-Cal and Medicare Billing and Accounts Receivable (AIR)  
Cycle Support for Cerner Community Behavioral Health Software-Six Month  
Duration**

- 4.1 CONTRACTOR will complete processes to submit an electronic claim file within 30 days of month end for both Mental Health and Alcohol and Drug services to Medi-Cal and to Medicare for the Mental Health Services.
- 4.2 CONTRACTOR will complete monthly processes to submit an electronic claim file for Medi-Cal services with a low denial rate of no more than 5% error rate excluding errors caused by COUNTY.
- 4.3 CONTRACTOR will complete processes to submit an electronic claim file for all Medi-Cal Supplemental Mental Health and Alcohol and Drug services at minimum of one time a month with a low denial rate of no more than 5% error rate excluding errors caused by COUNTY.
- 4.4 CONTRACTOR will complete processes for Medi-Cal Void and Replace Mental Health and Alcohol and Drug services at minimum of once a month with a low denial rate of no more than 5% error rate excluding errors caused by COUNTY.
- 4.5 CONTRACTOR will complete the month end processes for CSI and CalOMS file submissions with a low denial rate or no more than 5% error rate excluding errors caused by COUNTY.
- 4.6 CONTRACTOR will complete the monthly processes for 270 (HIPAA compliant eligibility) Claims, when available from the State of California, subject to the functionality within the Cerner Community Behavioral Health Software and with a low denial rate of no more than 5% error rate, excluding errors caused by COUNTY.
- 4.7 CONTRACTOR will complete the month end batch preparation for Private Insurance and Private Pay.
- 4.8 CONTRACTOR will provide all month end processes for the completion of NR, Medi-Cal and Medicare Billing Processes including Managed Care at CONTRACTOR'S MIS office. With the support of COUNTY BH claim processing staff, CONTRACTOR'S staff will complete and submit all Month end NR and Pre-Billing Processes for all requirements set forth by California Department of Health Care Services (DHCS).
- 4.9 CONTRACTOR will provide training and support to program staff for program processes required in the month end process including billing, claiming, CSI and CalOMS.
- 4.10 CONTRACTOR will use its assigned System Administrative privileges to insure COUNTY's Cerner Community Behavioral Health Software system is compliant with all State and Federal billing and claiming requirements.
- 4.11 CONTRACTOR will work with COUNTY EHR Steering Committee to determine the claiming or billing schedule including the frequency of billing of various pay sources

including Medi-Cal, Medicare, 3rd Party Insurance and Private Pay for a complete monthly claiming or billing cycle.

## **Section 5.0 Service Level Agreements**

- 5.1** CONTRACTOR warrants that all services will be performed in a professional and workmanlike manner consistent with industry standards.
- 5.2** CONTRACTOR hosting equipment, Cerner Community Behavioral Health Software, and COUNTY Data will be available to concurrent users on a 24 x 7 basis, except for scheduled downtime.
- 5.3** CONTRACTOR will provide COUNTY with seven days' prior notice of scheduled downtime in the provision of services for maintenance or upgrades. To the extent possible, CONTRACTOR will schedule downtime during times of ordinarily low use by COUNTY. In the event of unscheduled and unforeseen downtime for any reason, CONTRACTOR will promptly notify COUNTY and respond promptly to COUNTY'S reasonable requests for information regarding the downtime
- 5.4** System Availability Level - CONTRACTOR warrants that unscheduled downtime will not be more than a total of 1 (one) hour per month during normal County business hours of 8 AM to 6 PM. The COUNTY reserves the right to expand the normal business hour requirement. CONTRACTOR will take corrective action as may be required to maintain the required System Availability Level including but not limited to the addition of new hardware or increasing hardware performance

System Availability Level - Post DR SITE Operation - CONTRACTOR agrees to maintain in full operation a mirrored, hot Disaster Recovery Site with Service Availability Level of 99.95% minimum on a 24x7x52 basis. The calculation of System Availability Level will be Potential Minutes minus Duration of all System Outages divided by Potential Minutes where Potential minutes are the number of total minutes in a fiscal year less the minutes of scheduled maintenance and where the Duration of all System Outages is the sum of all System Outages in minutes within the current fiscal year.

System Outage Definition- In order to calculate System Availability Level a System Outage is defined as any unscheduled event that results in the COUNTY'S inability to access and utilize the full functionality of the hosted application AND/OR meet any of the Service Level Agreements described above.

Credit - CONTRACTOR shall credit COUNTY the equivalent of one day value of the total contract amount, exclusive of Section 3.0, for each day in which a System Outage occurs once the threshold of one hour per month has been reached. Post DR Site operation the credit will apply for each day in which a System Outage occurs once the 99.95% availability per fiscal year is not maintained. The credit will be applied monthly as a credit to the monthly invoice.

A minimum of 24k of bandwidth times the number of concurrent users will be made available through CONTRACTOR's Internet Service Provider or the direct

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Exhibit A

Professional Services Contract-HHSA – Schedule of Services

connection CONTRACTOR will periodically test communications to ensure that this bandwidth is properly provided.

CONTRACTOR will not be responsible for failures to meet these Service Level Requirements that are due to the following events: (a) any latency or downtime due to acts or omissions by COUNTY or concurrent users; (b) Internet latency, failures or outages; (c) third party acts or omissions over which CONTRACTOR has no control; and (d) problems associated with the computer hardware and software systems used by COUNTY or its concurrent users (other than the hosting equipment).

COUNTY may suspend, or terminate, or direct CONTRACTOR to suspend or terminate, a COUNTY Cerner Community Behavioral Health Software user's access to services in accordance with COUNTY'S policies. COUNTY will assume sole responsibility for any claims made by COUNTY Cerner Community Behavioral Health Software users regarding COUNTY'S decision to suspend or terminate such service.

CONTRACTOR may suspend access to services by COUNTY or a COUNTY Cerner Community Behavioral Health Software user immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of CONTRACTORS services or the network(s) or facilities used to provide the services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. If the cause of said suspension is due to a grossly negligent or willful act or omission by COUNTY, then CONTRACTOR may suspend COUNTY'S access to services if COUNTY fails to correct the security issue after at least thirty (30) days' written notice to COUNTY regarding the basis of the security issue and subsequent good-faith, commercially reasonable efforts to resolve the matter with COUNTY to the parties' mutual satisfaction. The suspension will be lifted immediately when the security issue is cured. CONTRACTOR may suspend access to services by a COUNTY Cerner Community Behavioral Health Software user in response to a material breach by a COUNTY Cerner Community Behavioral Health Software user of any terms of use he or she has agreed to in connection with receiving the services. CONTRACTOR will notify COUNTY of any suspension of COUNTY Cerner Community Behavioral Health Software user access to services at least one day before suspension.

## **Section 6.0 Security**

- 6.1** CONTRACTOR will maintain reasonable and appropriate administrative, physical and technical safeguards of the confidentiality, integrity and availability of COUNTY data, hosted on CONTRACTOR'S servers in a manner consistent with the HIPAA Security Rules.
- 6.2** Steps taken by CONTRACTOR to safeguard the confidentiality, integrity and availability of COUNTY Data shall include, but are not limited to the following: CONTRACTOR will backup COUNTY Data stored on the Hosting Equipment on a daily basis. Each week, CONTRACTOR will perform a full backup of COUNTY Data, and store the backup copy at a secure offsite location, as mutually agreed by COUNTY and CONTRACTOR.



**6.3** Communication between concurrent users and the Hosting Equipment that include access to or transfer of County Data, including Protected Health Information, will utilize a secure connection consistent with National Institute of Standards and Technology (NIST) encryption guidelines to render electronic Protected Health Information unusable, unreadable or indecipherable to unauthorized individuals as described in HITECH section 13402(h) and 74 FR 42740.

**6.4** CONTRACTOR will conduct a background check of all CONTRACTOR staff who will have system administrator level access to the Hosting Equipment. All CONTRACTOR staff will receive training about compliance with the HIPAA Security Standards and protection of the privacy of County Data.

**6.5** As more fully set forth in Exhibit E (Schedule of HIPAA Provisions for Business Associate), attached here to and incorporated herein, COUNTY is a covered entity that is required to comply with HIPAA. CONTRACTOR is acting as a Business Associate to COUNTY. They have entered into a Business Associate Agreement as Required by HIPAA. It is understood that COUNTY remains solely responsible for its compliance with HIPAA, and must establish and maintain its own compliance program to ensure that its workforce safeguards the privacy and security of protected health information. CONTRACTOR shall be solely responsible for, and shall defend, indemnify and hold COUNTY harmless for all HIPAA violations arising out of acts or omissions of CONTRACTOR, its officers, directors, employees, agents, representatives or subcontractors.

**6.6 Host Facility Physical Security**

- a. CONTRACTOR will provide documentation and, at the discretion of COUNTY, allow for on-site inspections as needed to demonstrate that all facilities supporting the application have adequate physical security. This includes, at a minimum, centrally administered electronic locks that control entry and exit from all rooms where the hosted system resides. Any door security system must either be connected to the building's power backup system or have internal battery power sufficient to last 24 hours in normal usage.
- b. Security events for the physical access system must be logged and the logs stored electronically in a secure location in a non-changeable format and must be searchable. Retention on the logs must be not less than 7 years. Log entries must be created for at least: successful entry and exit (indicating whether the access was to enter or exit the room) as well as all security related events such as, doors left open more than 30 seconds, forced entries, failed entry attempts, repeat entries without exit, repeat exits without entry, attempts to access doors for which access was not authorized. CONTRACTOR agrees to provide, at COUNTY'S request, full access to search the security logs, and/or copies of such security logs, for any access or security events related to any and all rooms and physical locations hosting COUNTY'S system.

**6.7 Host Network Security**

- a. CONTRACTOR will use industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.
- b. CONTRACTOR will, at its expense, either conduct or have conducted on an annual

basis:

- i. An examination of CONTRACTOR'S security policies, procedures and controls annually, results will be made available to County upon request;
- ii. A vulnerability scan, performed by a scanner mutually agreed upon by COUNTY and CONTRACTOR, of CONTRACTOR'S systems and facilities that are used in any way to deliver services under this Agreement;
- iii. A formal penetration test, performed by a process and qualified personnel mutually agreed upon by COUNTY and CONTRACTOR, of CONTRACTOR'S systems and facilities that are used in any way to deliver services under this Agreement.

**6.8 At the request of COUNTY, CONTRACTOR will:**

- a. Provide reports to COUNTY, at no additional cost, as needed to document compliance with the Security Standards; and
- b. Cooperate with COUNTY or with Department of Health and Human Services, accreditation bodies, or outside auditors who wish to inspect CONTRACTOR data center or CONTRACTOR'S efforts to ensure compliance with the Security Standards, provided that any inspection shall take place during regular business hours, and with advance notice to CONTRACTOR.
- c. Time devoted by CONTRACTOR toward production of reports or response to compliance audits will be considered part of covered support services.

**Section 7.0 Disaster Recovery**

- 7.1** CONTRACTOR will maintain a commercially reasonable disaster recovery and contingency plan (Exhibit G, attached hereto and incorporated herein by this reference) to enable CONTRACTOR to resume operation of the Hosting Equipment, re-install the various software products and third party applications, install the most recent copy of COUNTY Data, and enable COUNTY to resume operations.
- 7.2** Beyond the expectation of a commercially reasonable disaster recovery and contingency plan, CONTRACTOR shall maintain a full hot site solution including disaster recovery and redundant Kings View hosting infrastructure services.
- 7.3** For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to CONTRACTOR'S service in which CONTRACTOR, using reasonable judgment requires relocation of processing to a recovery location.
- 7.4** CONTRACTOR shall notify COUNTY as soon as possible after CONTRACTOR deems a service outage to be a Disaster. CONTRACTOR shall move the processing of COUNTY'S services to a recovery location as expeditiously as possible and shall coordinate the cut-over.
- 7.5** During a disaster, optional or on-request services shall be provided by CONTRACTOR only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

- 7.6 CONTRACTOR will test the effectiveness of its disaster recovery and contingency plan biannually.
- 7.7 Contractor will consider as part of any future modification to its disaster recovery and contingency plan County's support of the ISO 27031 standard for guidelines for information and communications technology readiness for business continuity, as well as obtaining ISO 27001 certification for information security practices.

### **Section 8.0 Audit**

- 8.1 CONTRACTOR will allow COUNTY, at COUNTY'S expense, twice annually or as mutually agreed periodically, a security audit and vulnerability assessment to provide third party verification of CONTRACTORS IT security safeguards for the system and its data. COUNTY can request to review independent audit reports that document the system's security posture. This security audit and vulnerability assessment must come from a third party source.
- 8.2 CONTRACTOR agrees to work with COUNTY to rectify any serious security issues the security audit and vulnerability assessments reveal. This includes additional security audits and vulnerability assessments that may be performed after any remediation efforts to confirm the serious security issues have been resolved and no further serious security issues exist.

### **Section 9.0 Facilities Inspection**

- 9.1 CONTRACTOR grants authorized County personnel access to inspect CONTRACTOR'S systems, facilities, work areas, contractual relationships with third parties involved in supporting any aspects of the hosted system, and the systems which support/protect the hosted system. Inspection methodologies and services shall be mutually agreed upon by County and Contractor prior to inspection. This access will be granted on a minimum of one week's notice to allow for coordinating staff schedules. Such personnel will be limited to staff authorized by COUNTY to audit the system, and representatives of COUNTY entity that funds the hosting. COUNTY accepts that access will be arranged with an escort, and CONTRACTOR commits that the escort will have the access and authority to provide physical access to facilities, answer appropriate questions, and provide requested documentation, including but not limited to executed contract terms, operating procedures records of drills and tests, certification of background checks, security logs, and any other items required by state or federal audit requirements or as deemed by COUNTY to be required to demonstrate CONTRACTOR is complying with all contract terms.

### **Section 10.0 Data Retention and Disposal**

- 10.1 Using appropriate and reliable storage media, CONTRACTOR will back up COUNTY data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at COUNTY's election, CONTRACTOR will securely destroy the backup copies. Upon COUNTY's request, CONTRACTOR will supply COUNTY with a certificate indicating the nature of the storage media destroyed, the date destroyed, and the method of destruction used. In addition, CONTRACTOR will

provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from CONTRACTORs production systems.

- 10.2** CONTRACTOR will retain logs associated with COUNTY'S Cerner Community Behavioral Health Software user activity for a minimum of seven years, unless the parties mutually agree to a different period. This log functionality currently exists within the Cerner Community Behavioral Health Software product.
- 10.3** CONTRACTOR will immediately place a "hold" on the destruction under its usual storage media retention policies of storage media that include COUNTY data, in response to a written request from authorized County personnel indicating that those records may be relevant to litigation that COUNTY reasonably anticipates. COUNTY will promptly coordinate with CONTRACTOR regarding the preservation and disposition of storage media. CONTRACTOR and COUNTY shall mutually agree to the continued preservation of the storage media. CONTRACTOR will provide documentation and, at the discretion of COUNTY, allow for on-site inspections as needed to demonstrate that all facilities supporting the methods of disposal of storage media, are appropriate to and fulfill all of COUNTY's needs. By way of example but not of limitation, all hard drives and tapes used to store COUNTY data must, upon destruction be properly disposed of, or on removal from production be appropriately wiped. These and other media, if used, must be appropriately transferred from one environment to another, properly scheduled and prepared for reuse in any event acceptable methodologies must be employed for tracking and auditing to ensure data security.
- 10.4** COUNTY shall have the right, at its election, to download its records and data onto COUNTY servers a minimum of once per week. CONTRACTOR shall assist COUNTY in establishing procedures pertaining the downloading of COUNTY's records and data onto COUNTY's servers. County will be responsible to negotiate this function with Cerner Cooperation for any necessary enhancements and costs to be covered by County.

#### **Section 11.0 Access to County Sites**

- 11.1** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with COUNTY IS Service Desk. A member of COUNTY'S IS Staff must be on-hand to provide access to facility and accompany CONTRACTOR personnel.

#### **Section 12.0 Help Desk Support**

- 12.1** COUNTY will work with CONTRACTOR on reporting and resolving incidents surrounding the Network or connectivity to CONTRACTOR Data Center in Fresno, CA, including incidents reported on CITRIX software.
- 12.2** CONTRACTOR will maintain a help desk as support to COUNTY Behavioral Health Help Desk staff to attend to user inquiries and problems pertaining to Cerner

Community Behavioral Health Software. Help Desk support shall be available to COUNTY BH Help Desk staff Monday through Friday from 8:00 a.m. until 6:00 p.m. except for COUNTY holidays.

- 12.3 CONTRACTOR will maintain a call log identifying consequential issues referred for help and provide CONTRACTOR Management with trend report as requested. CONTRACTOR will report to COUNTY on call log activities at least monthly via email to the BH Help Desk and Steering Committee.
- 12.4 CONTRACTOR will provide COUNTY after-hours software support seven days a week as needed.
- 12.5 CONTRACTOR will use their work order system to track issues related to Cerner Community Behavioral Health Software support.
- 12.6 CONTRACTOR will report to COUNTY BH Help Desk immediately by email any incidents related to CONTRACTOR hosted system involving Network response time, application failure, or table inconsistencies. CONTRACTOR and COUNTY agree to work together to resolve network issues concerning connectivity between CONTRACTOR Data Center and COUNTY network infrastructure.
- 12.7 CONTRACTOR will report to COUNTY BH Help Desk any planned development work and coordinate scheduling of development work with COUNTY.
- 12.8 CONTRACTOR will assign a work order number on reported incidents and problems within 3 working hours. Items related to System Administration of Staff ID's, table updates for Service Codes, Units/Subunits Insurance Client Categories, Menu Group updates will be completed within 24 hours of creating the ticket. CONTRACTOR will provide an estimated time of completion for all items not listed in previous sentence. COUNTY is aware estimated times may vary and subject to change depending on what is discovered during resolution of the reported incident.

All work orders submitted to CONTRACTOR for items that require troubleshooting, repair or triage will be assigned a work order number within 3 hours. Any issue related to work stoppage and the inability to enter or retrieve data in the system will also be resolved within 4 hours or escalated to CONTRACTOR's next level of incident resolution.

CONTRACTOR will provide a quarterly report within 15 days of the end of each quarter for all work orders including the type, resolution time and any outstanding issues that need to be discussed for escalation to either CalSIG or Cerner Community Behavioral Health Software Support.

### **Section 13 – Health Information Analytics / Dashboards**

- 13.0 Basic Dashboards Included:
- 13.1 Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
  - CANS 50
  - Basis 24

- Crisis Tracking (in development – not available yet)
- High Utilizer
- Pay Source – Reconciliation (in development – not available yet)
- Hospitalization data (in development – not available yet)
- SUD Data/CalOMS
- Timeliness of Service Documentation
- CSI Access Timeliness
- Anti-Psychotics, Medication & Metabolic Monitoring
- Client Demographics (Demo/Appt Combo)
- Assignments
- Caseload
- New Claims

- 13.2** COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section 13.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.
- 13.3** Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
- 13.4** Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor’s current library. Any custom dashboards created become a part of Contractor’s library of dashboards available to all customers.
- 13.5** Contractor will monitor and maintain dashboards utilized by customer.
- 13.6** Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
- 13.7** Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
- 13.8** Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
- 13.9** Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
- 13.10** Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
- 13.11** Contractor will provide above listed dashboards in phases as developed with County based on mutually agreed priority over term of the contract, taking into account Cerner Integrated migration which will impact delivery schedule. No dashboards will be delivered during Cerner Integrated implementation in order to maintain integrity of overall EHRS.

- 13.12** CSI Access Timeliness will be developed after Cerner Promotion Levels relating to CSI State Reporting are delivered.

**Section 14 – State Reporting-Six Month Duration**

- 14.0** CONTRACTOR will perform data review to ensure data from COUNTY’S software meets requirements for electronic submission to State.
- 14.1** CONTRACTOR will edit, create, and submit the following electronic files on behalf of COUNTY for six months:
- California Outcomes Measurement System (CalOMS)
  - Client and Service Information (CSI)
  - Child and Adolescent Needs and Strengths (CANS)
  - Pediatric Symptom Checklist (PSC 35)
  - Adult Outcome Report (TBD)
  - FAST (Functional Assessment Screening Tool)
  - NACT 274 (Network Adequacy Certification Tool) MH, and ODS
  - CalAIM Submissions
  - MMEF
- 14.2** In the event new electronic reporting requirements are requested by State, during term of agreement, CONTRACTOR will review feasibility of submission and develop process to upload to appropriate agency. COUNTY agrees any additional fees will be included as an addendum to current agreement.

**Section 15 – End of Contract Procedure**

- 15.0** County and Contractor will meet quarterly at the beginning of each quarter to determine the amount of services County may need to complete use of Cerner EHRS and KVPS support.
- 15.1** When County and Contractor terminates support services by Kings View Professional Services, Contractor will work with County to transfer Cerner EHRS over to County control in order for County to maintain access to data under an agreement with Oracle Corporation the current owner of the legacy Cerner EHRS.

**EXHIBIT B  
SCHEDULE OF CHARGES AND PAYMENTS  
KINGS VIEW PROFESSIONAL SERVICES**

**1.0 Maximum Contract Price**

EXHIBIT B contains two categories of payments set forth below in Tables B-1 and B-2. The Schedule of Charges in Table B-1 pertains to the services provided by Kings View Professional Services listed in Exhibit A. The Schedule of Charges in Table B-2 pertains to the Cerner Pass Through Software Modules listed in Table of B-2 under Cerner Support. The combined maximum total of the contract based on Tables B-1 and B-2 is \$303,706.

**Table B-1 Hosting, Maintenance and Support Services Provided by Kings View**

Notwithstanding any other provision of the contract, in no event will the cost to COUNTY for services to be provided herein on Table B.1 exceed the maximum sum of \$164,862 for the contract term of July 1, 2023, through June 30, 2024.

The contract annual maximums are based on the following schedule:

	FY 2023-2024
Reporting Compliance	\$22,558
Hosting Management and Training	\$19,000
Ongoing Support	\$47,494
Helpdesk Support	\$36,981
Dashboards	\$27,939
State Reporting	\$10,891
Total	\$164,862

B-2 Notwithstanding any other provision of the contract, in no event will the cost to COUNTY for the items referenced herein on the table below exceed the maximum sum of \$138,844 for the contract term of July 1, 2023, through June 30, 2024. The contract annual maximum is based on the following schedule.

Pass Through Software	FY 2023-2024
Cerner Support (New Version Rights)	\$70,799
1. Cerner Client Data System;	
2. Cerner Assessment System;	
3. Cerner Treatment Plan System;	
4. Cerner Scheduling System;	
5. Cerner Doctor's Home Page;	
6. Cerner Human Resource System;	
7. Cerner Cost Accounting System;	
8. Cerner Fiscal System;	
9. Cerner Managed Care Organization (MCO) System;	
Annual Visual Data Flex Subscription 70 Concurrent Users	\$780



Annual MERTECH SQL Driver 70 Concurrent Users	\$2,400
EPCS	\$1,600
HISP	\$650
DSM5	\$4,880
CERNER HOSTING	\$50,834
TAXES	\$6,901
TOTAL:	\$138,844

**EXHIBIT C  
INSURANCE REQUIREMENTS  
KINGS VIEW PROFESSIONAL SERVICES**

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** Insurance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Commercial Crime:** Covering employee dishonesty, forgery or alteration coverage, computer fraud coverage, kidnap, ransom, extortion, money and securities, money orders and counterfeit money with limit no less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate.
7. **Technology Professional Liability Errors and Omissions Insurance:** Appropriate to the Contractor’s profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - a. The policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of County in the care, custody, or control of Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of County may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
  - b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of County that will be in the care, custody, or control of Contractor.

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown

in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

**EXHIBIT D**  
**BEHAVIORAL HEALTH PROVISIONS**

Certain programs will be subject to specific local, state, or federal requirements depending on their scope of services or work provided. Not all provisions below will apply to all behavioral health programs, so please be familiar with the ones your specific program is held to.

**1. 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 Contact.
- 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 Contractor and any 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> ). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:  
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:  
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. 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 Contract shall submit the disclosures below to NCBH regarding the network providers' (disclosing entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH 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:

- 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.
- Date of birth and Social Security Number (in the case of an individual).
- 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.
- 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.
- 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.
- 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 Contract.
  - 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.
  - v. 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 Med-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.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor’s verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. 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.

**2. 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 NCBH 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.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in 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 25<sup>th</sup> 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 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 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 Contract.
- 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 Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's 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, 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 Tile 42 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 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.

**3. 42 C.F.R. Laws and Regulations:** MCO, Prepaid inpatient health plan (“PIHP”), PAHP

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, 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. Section 438.610, Contractor shall not knowingly have a relationship with the following:

- a.1 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.
- a.2 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. Section 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 Contractor.
- (b) A subcontractor of Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of Contractor’s equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor’s obligations under this Contract.
- (e) 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 County finds that Contractor is not in compliance, County:

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

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

Contractor shall comply with County's retention policies for the treatment of recoveries of all overpayments from 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 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 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. Section 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, the Office of Inspector General's List of Excluded Individuals/Entities, the System for Award Management, as well as the Department's Medi-Cal Suspended and Ineligible Provider 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. Section 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. Section 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 Contract, 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 “E”  
SCHEDULE OF HIPAA PROVISIONS  
FOR BUSINESS ASSOCIATES**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS  
ASSOCIATE AGREEMENT**

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and 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”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall 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.
7. To the extent Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of 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.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
11. 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 Contract, 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.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent 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 Contract.
13. 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 and includes breaches of unsecured protected health information as required by 45 CFR §164.410. 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 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 Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to 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).
16. Contractor agrees that this Contract 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 Contract is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.

18. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**SUMMARY PAGE**

**Kings View Professional Services**

**Description of Services:** Licensed software support, hosting and maintenance of software commonly known as Cerner Community Behavioral Health Solutions Software related to Behavioral Health’s Electronic Health Record System.

**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	\$303,706	<b>Contract Start Date:</b>	7/1/2023	<b>Contract End Date:</b>	6/30/2024
<b>Liquidated Damages:</b>	N/A				

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)	Worker’s Compensation	(Statutory Limits)
Sexual Abuse or Molestation Liability	(\$1,000,000)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)	Cyber Liability	(\$2,000,000)
Commercial Crime	(\$1,000,000)		

**FUNDING**

<b>1589-40103-493-1000 / 521520</b>
<b>1589-40103-493-1000 / 521474</b>

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

<b><u>COUNTY OF NEVADA:</u></b>		<b><u>CONTRACTOR:</u></b>	
Nevada County Behavioral Health Department, Health and Human Services Agency		Kings View Professional Services	
Address:	500 Crown Point Circle, Suite 100	Address	7170 N. Financial Drive, Suite 110
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Fresno, CA 93720
Attn:	Phebe Bell	Attn:	Amanda Nugent Divine, PhD, CEO
Email:	Phebe.Bell@nevadacountyca.gov	Email:	anugentdivine@kingsview.org
Phone:	(530) 470-2784	Phone:	(559) 256-7601

<b>Contractor is a:</b> (check all that apply)					<b>EDD Worksheet Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Corporation:</b> <input checked="" type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>		<b>Additional Terms &amp; Conditions Included</b>	
<b>Non- Profit:</b> <input type="checkbox"/>	Corp. <input type="checkbox"/>				<b>(Grant Specific)</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Partnership:</b> <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	<b>Subrecipient</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Person:</b> <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass’n <input type="checkbox"/>	Other <input type="checkbox"/>		

**ATTACHMENTS**

<b>Exhibit A:</b> Schedule of Services	<b>Exhibit D:</b> Behavioral Health Provisions
<b>Exhibit B:</b> Schedule of Charges and Payments	<b>Exhibit E:</b> Schedule of HIPAA Provisions
<b>Exhibit C:</b> Insurance Requirements	

**NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT**

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE  
EMPLOYEES/CONTRACTORS**

**POLICY:**

The Nevada County Behavioral Health Department (“BHD”) will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.

An “Ineligible Person” is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

**INSTRUCTIONS:**

As a prospective employee or contractor with the BHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the BHD Director.

**DECLARATION**

I, \_\_\_\_\_ (name) on behalf of

\_\_\_\_ myself, or

\_\_\_\_\_

declare under penalty of perjury under the laws of the State of California that:

\_\_\_\_ I am not, or

\_\_\_\_ the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by BHD, I (or the entity I represent) become an Ineligible Person, I will notify the BHD Director immediately.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)