

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

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

TURNING POINT COMMUNITY PROGRAMS, INC.

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

(§1) **Provision of Mental Health Services Act (MHSA) Respite Insight Center Services.**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$ 612,602
- (§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

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

LICENSES

Designate all required licenses:

(§14) All licenses as required to perform professional services as contemplated under this contract.

NOTICE & IDENTIFICATION

<p>(§33) Contractor: Turning Point Community Programs, Inc. 3440 Viking Drive, Suite 114 Sacramento, California 95827 Contact Person: Al Rowlett Phone: (916) 364-8395 E-mail: AlRowlett@tcp.org</p> <p>Funding: 1589-40110-493-8502/521520; 1512-40110-493-1000/521520</p> <p>Contractor is a: (check all that apply)</p> <p>Corporation: <u>X</u> Calif. <u> </u> Other <u> </u> LLC <u>X</u> Non-profit Partnership: <u> </u> Calif. <u> </u> Other <u> </u> LLP <u> </u> Limited Person: <u> </u> Individ. <u> </u> Dba <u> </u> Ass'n <u> </u> Other</p> <p>EDD: Independent Contractor Worksheet Required: <u> </u> Yes <u>X</u> No</p>	<p>County of Nevada: 950 Maidu Avenue Nevada City, California 95959</p> <p>Contact Person: Phebe Bell Phone: (530) 470-2784 E-mail: Phebe.Bell@co.nevada.ca.us</p> <p>CFDA No.: <u>N/A</u> CFDA Agreement No.: <u>N/A</u></p>
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ATTACHMENTS

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

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

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

Time for Performance

3. **Contract Term:**

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

4. **Liquidated Damages:**

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

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

5. **Time of the Essence:**

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

Insurance

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

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

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Certificate of Good Standing:

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

16. Prevailing Wage and Apprentices:

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

17. Accessibility (County Resolution No. 00190):

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

18. Nondiscriminatory Employment:

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

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

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

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

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

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

21. Conflict of Interest:

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

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

22. Political Activities:

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

23. Cost Disclosure:

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

Default and Termination

24. Termination:

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

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

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with

the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

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

25. Suspension:

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

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

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

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

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

27. Non-Profit Provisions:

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

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

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

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

28. Intellectual Property:

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

29. Entire Agreement:

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

30. Jurisdiction and Venue:

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

31. Compliance with Applicable Laws:

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

32. Confidentiality:

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

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

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the

process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

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

33. Notices:

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

34. Authority:

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

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

CONTRACTOR:

COUNTY OF NEVADA:

Al Rowlett
CEO

Richard Anderson
Chair, Board of Supervisors

Dated: _____

Dated: _____

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

EXHIBIT “A”
SCHEDULE OF SERVICES
TURNING POINT COMMUNITY PROGRAMS, INC.

Turning Point Community Programs, Inc., hereinafter referred to as “Contractor”, shall provide Mental Health Services Act (MHSA) Respite Insight Center Services for the Nevada County Behavioral Health hereinafter referred to as “County”. Services shall include residents of Nevada County and Sierra County.

Clients Served: the Respite Insight Center will house an ongoing caseload of qualified clients to be served up to **4**; **Contractor shall serve a total of 50 unduplicated clients in a year.**

Program Background:

The Insight Respite Center is the product of the County and its stakeholders having identified a need to develop an alternative to inpatient hospitalization for individuals experiencing a mental health crisis. Over the past few years, stakeholders advocated for the expansion of the County’s crisis continuum of care to include the development of a respite care center where individuals can receive temporary housing and supportive counseling services. The County received SB 82 State funding, supplemented by MHSA CSS funds, which helped develop and implement the respite care center that has a minimum of four (4) possible beds and operates 24 hours per day, 7 days per week (24/7). This center is peer-run, in coordination with clinical support and is called the Insight Respite Center.

The mission of the Insight Respite Center (Center) is to create and support a healing environment for individuals with mental health challenges who are going through difficult times, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with others toward their recovery. The Center honors all aspects of the whole self of all persons involved. The individual is a combination of biological, social, psychological, philosophical, and spiritual natures; this understanding is necessary to the process of care to the total person. The leadership of people with lived experience is essential to the success of the Center. The Center is staffed mainly by peer counselors and others with lived experience.

The Insight Respite Center staff offers a safe and supportive environment for persons at risk of needing mental health crisis intervention, in a wellness-, resiliency-, and recovery-oriented setting that is less restrictive than a Crisis Stabilization Unit (CSU) or hospital. The Center offers a relaxed, welcoming environment for individuals who need enhanced supportive services associated with respite to handle an escalating decompensation in their symptoms. Clients are linked to additional services to meet their individual needs. The Center facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the Emergency Department, CSU, and other service agencies involving a client’s support network. The

Center Program Director and Peer Counselors work closely with crisis-related services to coordinate care and link individuals to needed services.

The Contractor shall provide:

1. The Facility

Contractor shall provide the following:

- A. Master lease home large enough to house at least 4 clients
- B. Home located in a community neighborhood, providing a friendly, safe, and supportive homelike environment
- C. Admission, discharge, and other policies and procedures to operate the house
- D. Personal rights policy
- E. Assist in Maintaining Buildings and Grounds
- F. Outdoor Activity Space
- G. Indoor Activity Space
- H. Fixtures, Furniture, Equipment, and Supplies
- I. Rehabilitative Mental Health Services
- J. Case Management Brokerage
- K. Night and Weekend Supervision

2. Client Populations Served

- A. Eastern and Western Nevada County and Sierra County
- B. MHSAs Assertive Community Treatment Team Members
- C. Medi-Cal adults, as well as adults with or without insurance.
- D. Client's transitioned from higher level of services, including the Emergency Department (ED) and the Crisis Stabilization Unit (CSU)

3. Staffing

Contractor's program staffing for the Insight Respite Center includes mainly those persons with lived experience, as either a person who has received psychiatrist services in the past for a mental illness, or has lived with a family member with such experiences. The staff shall consist of the following:

- Program Director - .10 FTE is an executive management position providing oversight to all Turning Point programs in Nevada County, and shall allot time to oversight of the operations, training, budget, and crisis related interventions of the Center.
- Program Manager -1.0 FTE shall be responsible for the overall management of the program with duties including, but not limited to, overseeing the implementation of program components, developing and managing the program and its budget, providing prompt intervention in resolving crisis events, including the coordination and use of other agencies when necessary for a resolution.
- Peer Support Specialist (PSC) - 6.0 FTE's will utilize their unique life experience, as well as therapeutic recovery – focused skills, to provide one-on-one

counseling, including active, warm listening and empathy, along with messages of hope and recovery. The PSC will also provide community referrals and brief linkage services as necessary.

- Lead Peer Counselor (LPC) - 1.0 FTE will be responsible for the tracking and entering of participant enrollments, along with all associated data, into the Turning Point database, as well as in the County electronic health record or designated computer programs. LPC will also provide administrative support when needed, as well as scheduling and coordination of peer counseling staff.
- Consultants-will be utilized in the second year of the program. This will include staff from Spirit Center, including the Executive Director and other appropriate experts, to support further training and oversight of peer counseling services in a unique respite center. In addition, the County may also provide peer counselor trainers for this purpose.

The Center is peer-run, in coordination with clinical support from the Contractor and from the County, including a county therapist. The Program Manager shall be onsite at the Center 40 hours per week. There shall be a Peer Counselor or Lead Peer Counselor onsite 24 hours per day, 7 days per week, and a second Peer Counselor shall be onsite daily at different times from 8 am to 12:00 am.

4. Training

- A. The Spirit Empowerment Center shall include the following collaboration with Turning Point: referrals for perspective Insight Center staff, an ongoing advisory relationship with Turning Point leadership, ongoing training for respite staff, advise Turning Point staff on outcomes and the determination of additional Evidence-Based Practices (EBPs), referrals for potential participants at the Respite center, and a six week intensive interactive training program. Staff for the Insight Center shall also be hired from a pool of peer counselors trained by the County, or from other training programs, or include individuals with unique life experiences and strong skill sets.
- B. The Contractor shall develop, screen, hire, train, schedule, and supervise appropriate staff. At least one staff will be present at all times, 24 hours per day, seven days per week, and including holidays.
- C. All staff hired by Contractor shall be employees of Contractor and shall not be acting in any capacity as an employee of the County, during time they are on duty as employee of Contractor.
- D. Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, gender, sexual identify, or ancestry and Contractor shall comply with all fair employment practice requirements of State and Federal law. The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against

qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- E. All staff shall receive at least 10 hours per year in assessment, effective treatment interventions, or other areas to support the mental health needs of the clients. Some examples of this training follow:
- Basic knowledge of mental disorders
 - Counseling skills
 - Motivational Interviewing
 - Recovery philosophy and services
 - Dialectical Behavior Therapy (DBT) for Wellness and Recovery
 - Wellness Recovery Action Plan (WRAP)
 - Trauma Informed Care, Acceptance and Commitment Therapy
 - Crisis Communication Skills
 - Pro-ACT philosophy
 - Applied Suicide Intervention Skills Training
 - Understanding Schizophrenia
 - Understanding Depression
 - Working with the multiple diagnosed individual
 - Principles of Substance Abuse
 - Medication usage
 - Working with individuals that have a severe personality disorder
 - Communication skills
 - Therapeutic exercises
 - Leisure time usage
 - Handling suicide threats or actions
 - Crisis management
 - Discharge planning
 - Knowledge of community services and resources
 - Principles of good nutrition including menu planning and proper food preparation and storage

5. Program Services

Services Protocol:

- A. The program shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations, and shall remain in full compliance during the term of this agreement.
- B. Contractor shall provide specialty mental health rehabilitation services and case management services, as defined in the California Code of Regulations Title 9, Chapter 11, to adults who meet the criteria established in, and in accordance with, The Nevada County Mental Health Plan.

- C. The Center shall have a warm supportive home-like environment for individuals who receive active listening and empathy from peer counselors which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.
- D. Participants shall be offered an opportunity to utilize respite support up to 14 days. If individuals need additional time at the center, the Center team shall document, consider requests, and may authorize additional days. The maximum length of stay is 28 days per admission.
- E. The guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants. Peer counselors shall be invaluable in making the program warm and welcoming, in that they are able to share their own personal stories of challenges and recovery that help the participants connect and understand their own experiences. The principles of intentional peer support will define health as a working relationship between both the staff member and the participant working towards goals, not any one single person working alone.
- F. Peer counselors shall actively listen to participants in order to develop a comprehensive trauma-informed, crisis prevention WRAP plan. This plan will start with goal setting. The respite staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan shall help them to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the person. During their time at the Center, other natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.
- G. The participants also shall be linked with valuable community resources to support their recovery once they leave the Center which they may not have otherwise known. Staff shall also provide opportunities for clients to be in both individual and group experiences that support skill building in order to support the client in progressing toward his/her goals; staff shall regularly check in and interact throughout the day with the clients.
- H. Early Transition/Termination may occur with clients if their behavior does not align with house rules, need a higher level of care, display significant threatening behavior or verbalize threats to self or others, decline to follow significant parts of their support plan at the house, achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time

period (28 days), as determined by staff and the County. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. Contractor shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the team at County oversight meetings (see below).

- I. All individuals who have transitioned or terminated early may be reviewed by an oversight process established by the County. The County shall also have the authority to terminate a participant at any time.
- J. The Contractor shall offer a “warm line” 24 hours per day, 7 days per week that will offer support to former alumni of the Center over the phone or as a walk-in.
- K. Any volunteers operating in the capacity of answering the warm line or assisting on-site staff with supporting clients shall have training and the skill level equivalent to paid staff performing the same duties.
- L. Contractor shall provide clinical supervision to all treatment staff, in accordance with the County policies and procedures.
- M. All staff providing Specialty Mental Health Services shall maintain training for appropriate documentation.

6. Target Population MHSA Respite:

- A. The target population shall be residents of Nevada County and Sierra County who are:
 - 1. Over the age of 18 years;
 - 2. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care, including a psychiatric hospitalization, placement in an Institute of Mental Disease, Mental Health Rehabilitation Center, Crisis Stabilization Unit, or recently discharged from one of these placements, or experiencing a first episode or re-emergence of a psychotic break;
 - 3. Assessed and approved by the County Access Team and its Program Manager or his/her designee;
 - 4. Medically stable;
 - 5. Not under the influence of alcohol and/or drug;
 - 6. Able to maintain acceptable personal hygiene;
 - 7. Be responsible for preparing meals and cleaning up after oneself;
 - 8. Understand and sign or initial necessary documentation;
 - 9. Willing to follow participant agreement upon entering the house; and Have a place to return to when leaving the Center.

7. Documenting Services:

Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR agrees to follow county format. Each note must include the Date of Service, Degree/License/Job Title with Staff Signature, Service Code, Location of

Service, Duration (minutes) of Service and a brief description of services delivered and progress, or lack thereof, toward treatment goal(s). Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should normally not exceed 15 minutes for service provided and strive for no more than 20 minutes for every service provided. Time used for Progress Note documentation shall be included in "duration of service" time recorded on Progress Note and monthly invoice. Each progress note must include the intervention that addresses the client's documented impairments as well as the client's response to the intervention.

All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, collateral contacts (when applicable) and progress toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan. A group progress note must be written for each client attending the group session.

CONTRACTOR shall keep a copy of original documentation for each service provided to be available upon request by County. Documentation may include but is not limited to assessment, medical necessity form, client service plan, and outpatient services treatment authorization request form.

A. The following services are to be billed:

Assessment / Evaluation - (service code 100) - The assessment is a clinical analysis of the history and current status of the client's mental, emotional or behavioral functioning; appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems, health status and diagnosis. Included in the assessment shall be any relevant physical health condition, presenting problems, mental status exam, special risk factors, medication history, allergies and history of adverse reactions to medications, mental health treatment history, pre-natal and perinatal events, developmental history, client strengths, cultural information and a DSM 5 Diagnosis. The CONTRACTOR will not need to complete an assessment on client's that are referred by Turning Point or NCBH. However, a copy of the assessment for the referred client should be obtained and placed in the client's chart.

Plan Development (service code 111) - This code would be utilized during the treatment planning that must occur after the assessment or reassessment is completed and/or when completing an Outpatient Services Treatment Authorization Request form. When used to develop a client plan, documentation should include: diagnosis, psychiatric symptoms present and in what context, treatment goals to be addressed in therapy and planned strategies for treatment. When used in preparation of the Outpatient Services Treatment Request Form, documentation should include presenting problems, strategies employed during treatment, current status of psychiatric symptoms or change in status that represents a critical need for this

service and meets medical necessity guidelines, and what additional treatment is necessary. The contractor will not need to complete a separate Treatment Plan for client's that are referred by Turning Point or NCBH, however, a copy of the Treatment Plan should be obtained from Turning Point or NCBH by the CONTRACTOR and placed in the client's chart. This Treatment Plan shall be used as the plan for rehabilitation service and case management interventions provided by CONTRACTOR.

Rehabilitation: Individual/Group (service codes 109 and 110) - A service activity which includes assistance in improving, maintaining or restoring a beneficiary's or group of beneficiaries functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills and support resources; and/or medication education.

A progress note must be written for each Rehabilitation contact and shall contain date of service, service code, location of service, duration (minutes) of service and a description of what was accomplished by the client and the intervention provided by the staff. The note must reflect any new significant information or changes as they may occur. May include any or all of the following: assistance in restoring or maintaining an individual's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones; medication education.

Case Management/Brokerage (service code 114) - Case Management means a service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include (but are not limited to) communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring the beneficiary's progress; placement services; and plan development.

Collateral (service code 105) – Collateral means a service activity to a significant support person in the beneficiary's life with the intent of improving or maintaining the mental health status of the beneficiary. The beneficiary may or may not be present for his service activity.

B. Medi-Cal Certification and Goals:

Contractor shall provide services claimed to Medi-Cal out of a Medi-Cal certified site. Contractor shall cooperate with Nevada County to maintain as a Medi-Cal certified Provider in Nevada County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all locations. Contractor shall offer regular hours of operation and shall offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal

clients. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Medi-Cal Performance Measurement Goals:

- Contractor shall maintain productivity standards sufficient to generate target service levels.
- Objective a. Each Medi-Cal service provided must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity/procedure code.
- Objective b. Contractor shall document and maintain all clients' records to comply with all Medi-Cal regulations.

C. Documentation:

Quality Assurance/Utilization Review/Compliance – The standard requirements in Regulations and the MH Plan contract shall apply to the Medi-Cal services provided through this contract. CONTRACTOR shall provide the County monthly reports of the exclusion Verifications for the following databases: Medi-Cal Exclusion Database, EPLS Database, Social Security Death Index Database, OIG Database and the BBS Database.

CONTRACTOR shall also provide County with monthly Service Verification examples to equal 10% of client services provided by CONTRACTOR.

The CONTRACTOR Quality Assurance (QA) staff shall review progress notes written by clinical staff monthly as needed. The CONTRACTOR QA staff shall submit a Chart Audit Report to the county quarterly to document 10% of the charts are audited to Medi-Cal standards.

Outcome Measures:

- A. Services provided under this Agreement shall meet the following outcome objectives:
- Decreased utilization and minimization of acute psychiatric inpatient hospitalization or other locked care, such as Mental Health Rehab Centers or Institute of Mental Disease facilities, by clients.
 - Decreased utilization of clients in locked residential care facilities
 - Decreased client involvement with justice system for clients
 - Families and caregivers are supported.
 - Maintain a system that provides required data in compliance with MHSA and relevant grant reporting requirements, as outlined by the designated evaluator.

- Contractor shall attend MHSA CSS and Innovation Subcommittee Meetings, and MHSA Steering Committee Meetings.
 - Comply and cooperate with County for any data/ statistical information related to services that may be required to meet mandated reporting requirements.
 - Complete required reporting forms.
 - Ensure that services are provided to eligible populations only
 - Maintain effective program planning
- B. The Contractor shall provide a written summary on an annual basis the following outcomes, client-level data on admission and discharge dates, comparing time periods of 12 months before treatment with Turning Point and increments of at least six months after treatment begins for the following:
1. Days of psychiatric hospitalization
 2. Days incarcerated in jail for clients who were opened to Turning Point Providence Center or Level 1 Intensive Case Management at Behavioral Health.
 3. 5150 assessments by Nevada County Crisis Team, at ER and other settings
- C. The Contractor shall provide an additional annual summary yearly by April 1st of client changes in the following:
1. Level of Care:
 - a. categories of living independently with daily medication deliveries by Turning Point Providence Center
 - b. living independently without daily medication delivery while opened to either Turning Point Providence Center or Level 1 Intensive Case Management at Behavioral Health.
 - c. IMD or MHRC
 - d. Odyssey House
 2. Changes in MORs ratings as average across clients, beginning at onset of treatment in Respite, as first comparison, and 6 month increments for a year for Turning Point Providence Center clients.
- D. The Contractor shall provide information needed to understand access, quality, utilization, and client- and system-level outcomes to both the County and the designated evaluator for the County. Contractor shall collect demographic, service, and outcome evaluation data on each individual who receives services at the Center. The Center staff shall work closely with the designated evaluator to conduct evaluation activities, including timely data collection and submission to the evaluator. The evaluation data shall be used by the evaluator to produce monthly, quarterly, and annual reports. Center team members shall participate in periodic evaluation meetings, provide feedback on data reports, and share evaluation findings with Center staff, volunteers, and participants.
- E. MHSA reporting requirement include the following:

A quarterly Progress Report shall be submitted, by service category, for each approved program and/or service. The report shall include, but not be limited to the following:

1. The targeted number of clients to be served in each reporting quarter.
2. The total number of clients to be served in each reporting quarter.
3. The final Quarterly Progress Report shall include the total number of unduplicated client units served by each program/service during the fiscal year.
4. The Quarterly Progress Report shall be submitted no later than 30 days following the end of each reporting quarter.

The County shall:

1. Provide intake assessment and oversight of the referral process to Center via the Access Team at the Grass Valley Adult Clinic, where final authorization of admission to the Center will be given by the Adult Services Program Manager or his/her designee.
2. Participate and lead team meetings involving key County and Contractor staff to oversee the process of placement in, services within, and transitions or terminations of clients from the Center. The team will meet regularly and determine client needs, program functioning, and any modifications necessary for successful application of the principles outlined above.
3. Provide full range of services and support to clients within the Center, or arrange for the Providence Center to provide such services, including Treatment Plan development, psychotherapy, service coordination and medication services.
4. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the County, Contractor, Spirit Peer Empowerment Center, designated grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties.
5. Make available all pertinent data and records for review.
6. Provide any necessary training on County mandated data systems, such as the Cerner Behavioral Health Solution, that the Contractor is not already familiar using.
7. Oversee relevant grant and MHSA related evaluations to ensure success of outcome data collection noted above.
8. Not direct or control the hiring of Contractor's employees; however, the parties acknowledge that from time to time a Contractor's employee may not provide services to the level or in the manner which is appropriate for the circumstances. In that event, County shall communicate any service or employee deficiencies to Contractor. County reserves the right to require Contractor to take appropriate action, including termination of any Contractor employee who does not provide services to the level of County's expectations.
9. Ensure that all persons working within the Crisis continuum care will receive comprehensive training related to understanding the array of services with the Adult System of Care. Coordination of the Center's services will be integrated

with the Crisis Response Team, CSU, Odyssey House, Sierra Nevada Memorial Hospital, Spirit Empowerment Center, and other County and Contractor programs that make up the crisis related services in this area.

10. Shall work in collaboration to ensure that all Center participants to the best extent possible have a clinically supported transition back to their home.

The County may desire services to be performed which are relevant to this contract, but have not been included in this scope of the services and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following: Work requested by the County in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the County in the nature or extent of the project, and serving as an expert witness for the County in any litigation or other proceedings involving the Center.

County's Behavioral Health Department shall provide a Quality Assurance Team who shall:

- inform Contractor of County's documentation standards, Authorization Procedures, Medical Necessity Requirements and Procedures;
- provide training as needed;
- review Contractors procedures;
- submit their findings in writing to Contractor indicating corrective action needed and the appropriate time frames.

CERNER BEHAVIORAL HEALTH SOLUTION:

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by the County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, other clinical documentation, and any other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
TURNING POINT COMMUNITY PROGRAMS, INC.**

County agrees to reimburse Contractor for satisfactory performance of services in accordance with Exhibit A, up to a maximum amount not to exceed \$612,602 for the contract term. Contract Maximum is based on the estimated budget (see Attachment “A”).

Contractor shall bill County monthly for actual costs incurred in carrying out the terms of the contract. Invoices shall be itemized according to the above budget lines, and shall reference the Resolution Number assigned to this Contract. Contractor agrees to be responsible for the validity of all invoices.

Any and all furniture, computer equipment, furnishings, assets, etc. purchased with funds under this Agreement shall remain the property of the County.

Contractor shall submit monthly invoices to:
HHS Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959

The Behavioral Health Department will review the invoice and notify the Contractor within fifteen (15) working days if any individual item or group of costs is being questioned. Payment shall be made within thirty (30) days of County’s receipt of a completed, correct, and approved invoice.

Attachment "A"

Salary & Benefit Expense	-	-	-
Salaries-Management	73,334	-	-
Salaries-Treatment	171,046	-	-
Salaries-On-Call	24,935	-	-
Vacation/Holiday	6,014	-	-
Retirement Benefit	14,012	-	-
Benefit Credit	33,100	-	-
Payroll taxes-FICA/MediCare	21,438	-	-
Payroll taxes-SUI	2,242	-	-
Workers Comp Insurance	58,627	-	-
Total Salary & Benefit Expense	-	404,748	-
	-	-	-
Operating Expense	-	-	-
Other consultants	3,032	-	-
Training	2,625	-	-
Medical supplies	240	-	-
Program Supplies	768	-	-
Household supplies	1,050	-	-
Expensed Furniture-Office	3,793	-	-
Expensed tools & equipment	2,405	-	-
Software License,Support & Upgrades	1,928	-	-
Facility repair & maintenance	6,222	-	-
Maintenance	3,150	-	-
Building rent	50,400	-	-
Utilities	12,441	-	-
Telephone	13,125	-	-
Insurance	2,705	-	-
Employee mileage	1,206	-	-
Office expenses	2,318	-	-
Employee hiring	1,431	-	-
Employment advertising	251	-	-
Delivery Expense	396	-	-
Employee meetings	1,575	-	-
Total Operating Expense	-	111,064	-
	-	-	-
Allocated Expense	-	-	-
Indirect Administrative	77,372	-	-
Total Allocated Expense	-	77,372	-
	-	-	-
Client Support Expense	-	-	-
Food, Groceries, Clothing, Hygeine, Restaurant Meals	9,837	-	-
Furniture & Other Household-Client	2,640	-	-
Facility repair & maintenance-Client	6,942	-	-
Total Client Support Expense	-	19,419	-
	-	-	-
Total Expenses	-	-	612,602

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

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

35. Laws, Statutes, and Regulations:

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this 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 the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

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

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

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

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

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

(c) When the disclosures must be provided.

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

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

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

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

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

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

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

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

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

36. Client/Patient Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

Contractor agrees to:

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

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