



RESOLUTION No. 22-294

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

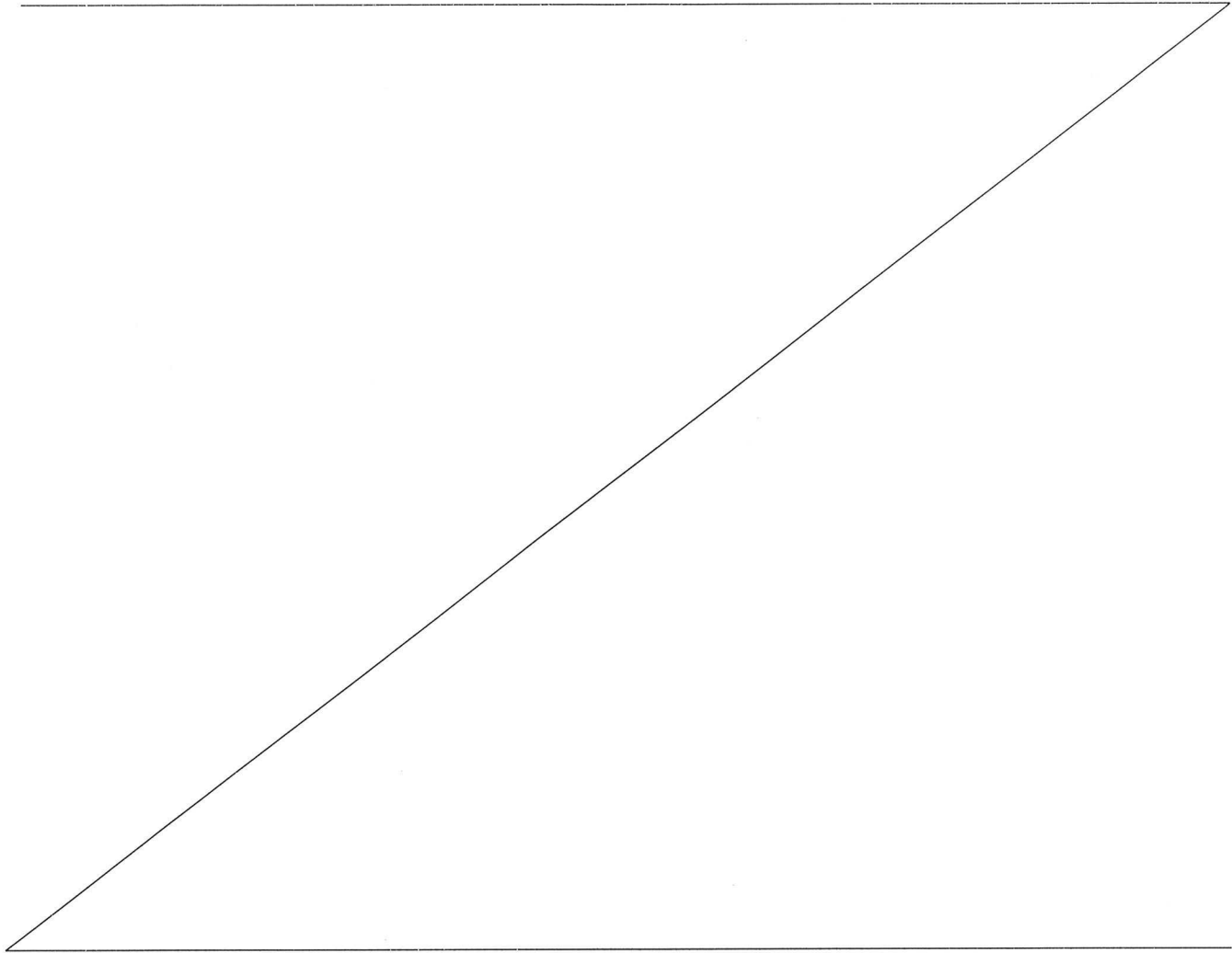
RESOLUTION APPROVING EXECUTION OF A CONTRACT FOR SERVICES WITH THE COUNTY OF INYO FOR THE PROVISION OF TELEPHONE TRIAGE SERVICES FOR INYO COUNTY ADULT SYSTEM OF CARE (ASOC) AND CHILDREN'S SYSTEM OF CARE (CSOC) WITH REIMBURSEMENT TO NEVADA COUNTY IN THE MAXIMUM PAYABLE AMOUNT OF \$34,500 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023

WHEREAS, the Counties of Inyo and Nevada wish to establish a mutually beneficial arrangement whereby Nevada County Behavioral Health is agreeing to provide telephone triage services for Inyo County Adult System of Care (ASOC) and Children's System of Care (CSOC) with regard to mental health referrals for children, youth, and adults, as well as answering crisis calls 24/7 and referring to Inyo County on-call crisis worker when necessary; and

WHEREAS, pursuant to this Agreement, Inyo County will reimburse Nevada County Behavioral Health monthly for the provision of these telephone triage services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Contract for Services by and between the County of Nevada and the County of Inyo pertaining to Nevada County Behavioral Health Department providing telephone triage services for the Inyo County Adult System of Care (ASOC) and Children's System of Care (CSOC), for a total contractual obligation not to exceed \$34,500 for the term of July 1, 2022 through June 30, 2023, be and hereby is approved in substantially the form attached hereto, and that the Director of Nevada County Behavioral Health be and is hereby authorized to execute the contract on behalf of the County of Nevada.

Funds to be deposited into revenue account:1589-40110-493-8505/452000.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2022, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

6/28/2022 cc: BH*
AC*(hold)

8/24/2022 cc: BH*
AC*(release)
IC*

**CONTRACT FOR SERVICES
INYO COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Telephone Triage Services
CONTRACT NO.
BEGINS: July 1, 2022
ENDS: June 30, 2023
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2022, between the COUNTY OF INYO through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Inyo County, and,

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Telephone Triage Services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed \$34,500. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
 - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a quarterly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between

June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. **Exhibit B, titled Payment Provisions** shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Inyo County HHS Fiscal
Attn: Melissa Best Baker
Email: mbestbaker@inyocounty.us

Invoices are sent to:
Kimball C. Pier
Inyo County Behavioral Health
1360 North Main
Bishop, CA 93514
kpier@inyocounty.us
760-937-1658

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CONTRACTOR'S personnel.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and

reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2023, unless terminated earlier pursuant to Agreement. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Inyo Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. TERMINATION:

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. RECORDS:

- 16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and 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 be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. CONFIDENTIALITY of RECORDS and INFORMATION:

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests 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 exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services,

notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Kimball C. Pier
Inyo County Behavioral Health
1360 North Main
Bishop, CA 93514
760-937-1658

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Kimball C. Pier, Deputy Director of Behavioral Health
Inyo County Behavioral Health
1360 North Main
Bishop, CA 93514
760-937-1658

If to CONTRACTOR: Cari Yardley, Program
Manager
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
530/470-2559

24. **NONDISCRIMINATION:** During the performance of this Agreement, 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 will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, 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.

25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.

26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.

27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.

28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Inyo,

California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Inyo County Superior Court or the United States District Court, Eastern District of California.

30. **CONTRACTOR NOT AGENT**: Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR") <u><i>Phebe Bell</i></u> Phebe Bell (Aug 22, 2022 10:18 PDT) Phebe Bell, Director Nevada County Behavioral Health Department Date: <u>08/22/2022</u>
Approved as to Form Office of Nevada County Counsel <u><i>Jamie Hogenson</i></u> Jamie Hogenson (Aug 22, 2022 10:22 PDT)
Date: <u>08/22/2022</u>

COUNTY OF INYO ("COUNTY") <u><i>Dan Totheroh</i></u> Dan Totheroh (Aug 19, 2022 13:58 PDT) Chair Inyo County Board of Supervisors Date: <u>08/19/2022</u>
Approved as to Form Office of Inyo County Counsel <u><i>John Vallejo</i></u> John Vallejo (Aug 22, 2022 10:02 PDT)
Date: <u>08/22/2022</u>

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – County Facility or Equipment to be used by Contractor
- Exhibit E – Records and Reporting Exhibit
- Exhibit F – Schedule of HIPAA Provisions for Business Associates

SCOPE OF SERVICES

1. Program Description:
 - 1.1. CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare, for Inyo County Behavioral Health. Contractor calls include Mental Health and Substance Use Disorder (SUD) referrals for adults and 5150 referrals for adults, children, and youth.
 - 1.2. Telephone Triage Services shall be provided on weekdays from 12:00pm to 1:00pm, After-Hours (after 5:00 p.m. and prior to 8:00 a.m.), and All-Hours (after 5:00 p.m. the day before the weekend/holiday and prior to 8:00 a.m. day after weekend/holiday) for weekends and holidays for the term of this Agreement. Telephone Triage will also receive all crisis calls 24 hours/day and will refer to the Inyo County crisis worker when necessary.
 2. The specific responsibilities of the CONTRACTOR:
 - 2.1.1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the COUNTY Behavioral Health Access Contact or to the COUNTY on-call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.
 - 2.1.2. Document all Behavioral Health calls through utilization of the COUNTY daily log
 - 2.1.3. Daily call logs recorded in the spreadsheet will be sent to the COUNTY thru Fax, 760-873-3277, or encrypted email to Kimball C. Pier, Ph.D., LMFT at kpier@inyocounty.us, Chrystina Pope, LMFT, at cpope@inyocounty.us, and Lucy Vincent, Administrative Secretary, at lvincent@inyocounty.us.
 - 2.1.4. Use the COUNTY screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
 - 2.1.5. For Mental Health Crisis calls, including referral of any 5150 evaluations, transfer the call to the COUNTY on-call staff providing crisis services.
 - 2.2. For documentation, the CONTRACTOR shall meet requirements set forth by the Department of Healthcare Services (DHCS), Department of Social Services (DSS), and Inyo County's Managed Care Program to meet the requirements of assuring access to Mental Health Services and Substance Use Disorder services.
 - 2.3. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After-Hours access line are met. New hires will receive training within 30 days of hire.
3. The specific responsibilities of COUNTY are as follows:
 - 3.1. Provide training, support, and equipment to provider staff to ensure a smooth transition of telephone triage services.

Provide training and support to provider staff to ensure necessary documentation for billing purposes.

4. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- 4.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 4.2. Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report without express permission of the California Department of Health Care Services (DHCS) (formerly the California Department of Mental Health [DMH])
- 4.3. Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 4.4. CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 4.5. If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

PAYMENT PROVISIONS

COUNTY will pay the CONTRACTOR at a quarterly rate of \$8,625 as full payment for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed \$34,500 over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

INYO COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:
 - 1.1. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR and CONTRACTOR'S officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards
 - 1.2. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its officers, officials, employees, agents, volunteers and elective and appointive boards.
 - 1.3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.
2. INSURANCE:
 - 2.1. CONTRACTOR understands and agrees the COUNTY, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and worker's compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board.
 - 2.2. COUNTY understands and agrees the CONTRACTOR, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the CONTRACTOR covers tort and worker's compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board 950 Maidu Avenue, Suite 200 Nevada city, CA 95959. (Gov. Code Section 900, et. Seq.) <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 covering auto liability with limit no less than \$1,000,000, worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than \$1,000,000.

COUNTY Facility or Equipment to be used by CONTRACTOR

Special Terms and Conditions including Security Standards for Inyo County Data Network

1. Specific Identification of Facility and Equipment. The following COUNTY facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) COUNTY main phone line will be transferred or rolled over to the CONTRACTOR per after-hour schedule, (b) Access to the COUNTY Citrix by three CONTRACTOR employees.
2. Use at COUNTY Discretion. Use of COUNTY facilities or equipment is made at COUNTY sole discretion. COUNTY may discontinue use of COUNTY facilities or equipment by CONTRACTOR upon reasonable notice. COUNTY reserves the right to provide substitute facilities or equipment at its discretion. COUNTY reserves the right to pre-approve all CONTRACTOR personnel who are to use COUNTY facilities or equipment. COUNTY reserves the right to require CONTRACTOR to remove any of CONTRACTOR personnel from COUNTY facilities or to discontinue use of COUNTY equipment.
3. Property Rights. All COUNTY facilities, equipment and data will remain under the sole ownership, custody and control of COUNTY and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use COUNTY facilities and equipment for the purposes of fulfilling its obligations to COUNTY under this Agreement. CONTRACTOR may access any and all electronic or paper data and records created, transmitted, or accessed utilizing COUNTY equipment or while on COUNTY property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and CONTRACTOR policies regarding use of the COUNTY facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of COUNTY or any third party, acquired in the course of using COUNTY facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as COUNTY employees when using COUNTY facilities and equipment. CONTRACTOR and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the COUNTY facility or equipment being utilized. CONTRACTOR and its employees will cooperate with COUNTY in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under COUNTY policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a COUNTY space, without first obtaining County's written consent to do so. Such consent may be withheld by COUNTY is County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at COUNTY facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Co-located CONTRACTOR

employees will be required to pass COUNTY back-ground check and acknowledge familiarity with identified COUNTY policies and procedures.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through COUNTY Citrix access or any similar access, CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients via Citrix. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

Records and Reporting Exhibit

1. RECORDS AND REPORTS:

- 1.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 1.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 1.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from COUNTY, then CONTRACTOR shall maintain them in accordance with 42 CFR Section 438 after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 1.4. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
- 1.5. COUNTY, DHCS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives shall have the right to examine COUNTY'S records pertinent to the CONTRACTOR SAPTBG and DMC contract at any reasonable time.
 - 1.5.1. Client Records: CONTRACTOR shall maintain adequate records of each individual client including a record of services provided by the various professional and paraprofessional personnel in sufficient detail to evaluate services, and containing all data necessary in reporting to DHCS, including records of client interviews and progress notes. All client records shall be retained by CONTRACTOR in accordance with 42 CFR Section 438. Further, at the termination of contractual relationships between CONTRACTOR and COUNTY, COUNTY shall have such access to client records as is reasonably necessary to assure continuity of client care.
 - 1.5.2. Financial Records: Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Accounting records and supporting documentation shall be maintained in accordance with 42 CFR Section 438 following settlement of the Annual Cost Report. When an

audit has been started before the expiration in accordance with 42 CFR Section 438, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

- 1.5.3. Annual Cost Report: CONTRACTOR shall provide an Annual Cost Report to the COUNTY no later than the first of September for activities from the prior fiscal year. The Annual Cost Report shall reflect all revenues and expenses detailed as to sources and application of funds, salaries and wages, employee benefits, services and supplies, and such other expenses as necessary to operate the services as defined in this Agreement. Failure to submit a timely Annual Cost Report may delay reimbursements payable by COUNTY to COUNTY.
- 1.5.4. Independent Audit Report: Within six (6) months of close of each COUNTY fiscal year, CONTRACTOR shall file a financial audit report as performed by an independent Certified Public Accountant, selected and performed in accordance with Federal Audit Guidelines OMB Super Circular.
- 1.5.5. Agency Program Budget: CONTRACTOR shall submit to COUNTY, for informational purposes upon request, its total corporation budget including: All program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line-item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center.
- 1.5.6. Transfer of Records: In the event that CONTRACTOR ceases operation, all files that are subject to audit shall be transferred to the COUNTY for proper storage of physical records and electronic data. CONTRACTOR shall notify COUNTY of impending closure as soon as such closure has been determined, and provide COUNTY with a complete list of records in its possession pertaining to COUNTY clients and operational costs under this Agreement. COUNTY shall promptly advise CONTRACTOR which records are to be transferred to the custody of COUNTY. Records not transferred to custody of COUNTY shall be properly destroyed by CONTRACTOR, and CONTRACTOR shall provide documentation of proper destruction of all such records to COUNTY.

**SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

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

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of 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.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; 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.
12. Ensure that any subcontractors or agents agree 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 by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to 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.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of 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).

16. 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.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.