

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

Contract No. _____

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

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

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 28, 2022 by and between the County of Nevada, ("County"), and Kings View Corporation ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Four Hundred Seventy-Six Thousand Six Hundred Ninety-Seven Dollars (\$476,697.00).**
3. **Term** This Contract shall commence on July 1, 2022 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2023
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.
9. **Relationship of Parties**
- 9.1. **Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.
- 9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.
- 9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in

conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

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

18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

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

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

21. **Financial, Statistical and Contract-Related Records:**

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

- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
22. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
23. **Termination.**
- A. A material breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be

paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any

Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

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

with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department		Kings View Corporation	
Address:	950 Maidu Ave	Address	7170 N. Financial Drive, Suite 110
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Fresno, CA 93720
Attn:	Phebe Bell	Attn:	Amanda Nugent Divine, PhD, CEO
Email:	Phebe.Bell@co.nevada.ca.us	Email:	anugentdivine@kingsview.org
Phone:	(530)470-2784	Phone:	559-256-7601

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Susan Hoek , Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Kings View Corporation

By: _____ Date: _____

Name: Amanda Nugent Divine, PhD

* Title: Chief Executive Officer

By: _____ Date: _____

Name: Michael Kosareff

* Title: Chief Financial Officer

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

Exhibits

Exhibit A: [Schedule of Services](#)

Exhibit B: [Schedule of Charges and Payments](#)

Exhibit C: [Insurance Requirements](#)

Exhibit D: [Behavioral Health Provisions](#)

Exhibit E: [Schedule of HIPAA Provisions](#)

[Summary Page](#)

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

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$383,196 (See Exhibit B-1 for breakdown)

Terms: 1/12th monthly

This Scope of Services is applicable to the utilization of the current Cerner Community Behavioral Health (aka: Anasazi) EHRS – Electronic Health Record System utilized by County. It is not intended to address issues relative to office application documents, files, and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

Kings View Professional Services (KVPS)-EHRS Support

1. Contractor supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by County:
 - Client Data System
 - Scheduling System
 - Assessment & Treatment Planning System
 - Doctor’s Home Page & E-Prescribing System
 - Cost Accounting & Fiscal Systems
 - Ultra-Sensitive Exchange Functionality
2. Contractor will provide consultative services to County concerning current design for Client Data, Scheduler, Assessments, Treatment Plans, and Progress Notes when requested by County as needed.
3. Contractor will work with County to design processes required by CalAIM regulations including documentation redesign, peer services and data exchange.
4. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor’s hosted servers.
5. Contractor will advise on and oversee load EHRS promotions:
 - a. Write and provide County to the best of Contractor’s abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits

- Reporting implications
 - Identify any additional report functionality
- b.** Test EHRS promotions and work out known bugs.
 - c.** Activate promotions only with County’s authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d.** County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor’s ability to meet scope of services as discussed in Exhibit A and EHRS support.
- 6.** Contractor will provide assistance with EHRS customization including workflow redesign including CalAIM requirements, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
 - 7.** Contractor will provide the following forms of documentation:
 - a.** Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
 - b.** Provide Risk/Benefit Analysis of EHRS Promotions (see A.5 above).
 - c.** Provide County with KVPS Status Report overall operations of County’s EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.
 - d.** Document County’s system schema as it relates to KVPS provision of services and at the discretion of County’s Information Technology management.
 - e.** Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
 - f.** Data/Reports
 - g.** Participate in Meetings/Calls
 - 8.** Status Reporting
 - a.** Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
 - b.** Complete KVPS Status Report
 - 9.** Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
 - 10.** Contractor will use all reasonable efforts to work with EHRS Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.

11. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
12. Contractor will maintain management forms and related data tables for State reporting, billing, and security.
13. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.
14. Contractor will use all reasonable efforts to see that all local, state, and federal requirements are met with the times lines set by those agencies.
15. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities, and processes for each party.
16. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Cerner Electronic Health Record System.
17. The Disaster Recovery Plan is covered by Cerner since the system is hosted by Cerner in Kansas City. See Attachment 1 for updated Cerner Disaster Recovery Program.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy, and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare, or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare, or other third-party payer in accordance with Cerner Software policy and procedures.
5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for

consultation or training of county employees, the associated costs will be paid by the Contractor.

8. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's Cerner application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

Staffing

5. Contractor will provide as follows:

- a. One (1) – Data Management Analyst – Full Time

- b. Contractor will provide a full time qualified (40 hour per week) support staff stationed via remote and onsite when required in Nevada County during normal hours of operation, working in conjunction with Contractor's Support Staff in Yuba City and Fresno Help Desk. The support staff member shall be an employee of Contractor and Contractor shall be solely responsible for the support staff member's oversight compensation and benefits, Worker's Compensation coverage, and shall indemnify and defend County from any and all liability resulting from the intentional or negligent conduct of the support staff member while performing his/her duties under this agreement. Contractor's support staff shall not be considered County staff for any reason whatsoever and shall not be entitled to any pay, retirement or other benefits incident to County employment. County shall not control the method, means or hours worked for Contractor's support staff. Contractor shall defend, indemnify and hold County harmless from any and all claims by Contractor's employee that employee is a County employee or is entitled to any right or benefit whatsoever related to County employment.

- c. In the event Contractor staff needs to be away from County's assigned location for staff due to scheduled trainings, appointments, or any leave of 8 hours or more, Contractor will provide onsite

replacement staff. In the event staff is out due to unplanned illness, Contractor will provide remote support if not able to provide onsite staff due to short notice of staff absence.

d. Qualifications/ job duties and responsibilities for said Contractor employee are as follows:

Required Skills/Experience

1. AA degree or other specialized program in computer operating/business management or two years additional relevant experience.
2. Ability to train program staff effectively.
3. Ability to analyze client operating problems and implement solutions.
4. Ability to research information systems, creating reports utilizing data mining management tools.
5. Ability to assist management in software implementation projects.
6. Experience in healthcare information systems.
7. Ability to travel to various locations as needed for training and implementations.

e. Job Duties/ Responsibilities Summary

1. To include but not necessarily be limited to the following:
2. Provide on-site project and data management support in the implementation and ongoing utilization of the Electronic Health Records System (EHRS) at Behavioral Health.
3. Work with Behavioral Health Management to analyze data as needed from the EHRS.
4. Identify and resolve problems as needed, redirecting complex requests/problems to appropriate Contractor Information Technology staff.
5. Stay current with all system information, changes, and updates.
6. Analyze and develop processes, procedures, and reports under direction of Contractor Information Technology Supervisor.
7. Provide onsite help desk support, training and guidance on utilization of new EHR system as part of an implementation team.
8. Develop reports and ad hoc queries for management staff and provide duties as listed below:
9. Assist with development and ongoing operation of the Cerner Community Behavioral Health Software Electronic Health Record System (EHRS).
10. Analyze and develop processes, procedures, and reports under the direction of Contractor Information Technology Supervisor.

11. Provide onsite Behavioral Health Help Desk Support, Training, and Guidance on utilization of the Cerner Community Behavioral Health Software EHRS as part of the Behavioral Health Steering Committee and Implementation Teams.
12. Research reported problems and incidents.
13. Provide System Administrative services assigned to Contractor.
14. Escalate reported problems to Contractor Help Desk and assign to appropriate level Contractor Support.
15. Work at County site, or virtually with travel to corporate office in Fresno, CA or Yuba City, CA home office when needed.
16. Assist Behavioral Health in reconciling billing and management reporting for the Cerner Community Behavioral Health Software EHRS.
17. Assist with the support and generation of reports for County of California's Mental Health Services Act (MHSA) Data Collection Reporting (DCR) System.
18. Generation of reports for County's financial staff as needed.
19. Assist with the support of County's Behavioral Health staff in other projects and duties as assigned as they relate to the Cerner Community Behavioral Health Software EHRS.

The Kings View Professional Services personnel must agree to abide by all of Behavioral Health's applicable rules of conduct, Nevada County, state, and federal regulations as they are to be fully embedded at the Behavioral Health facility to support regular Behavioral Health staff. Behavioral Health will have a 30 day right of refusal to approve or disapprove staff without showing cause. Behavioral Health reserves the right to request removal of staff at any time for cause. Behavioral Health expects these employees to be used to meet the need demonstrated in Exhibit A but reserves the right to forgo this service should actual work conditions demonstrate they are no longer required. The assigned personnel will work in close coordination with Behavioral Health staff on a daily basis and must demonstrate a high sense of teamwork and collaborative drive. Analyst level staff must have demonstrable leadership ability.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
 - a. California Outcomes Measurement System (CalOMS)

- b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
 - f. FAST (Functional Assessment Screening Tool)
 - g. NACT 274 (Network Adequacy Certification Tool) – MH, and ODS
 - h. CalAIM submissions
 - i. MMEF Files
 - j. Alcohol and Drug (ASAM) Reporting
3. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports dashboards and analytic tools associated with the areas of interest to County. Contractor and County will determine which dashboards will be utilized by County.
 - Assignments
 - Basis 24
 - Client Demographics (Demo/Appt Combo)
 - CANS 50
 - Crisis Tracking (in development)
 - High Utilizer
 - Hospitalization Data (in development)
 - SUD Data/CalOMS
 - Timeliness of Service/CSI Access
 - Timeliness of Service Documentation
 - Caseload (in Demo)
 - New Claims/Claims by Pay Source
 - Anti-Psychotics, Medication & Metabolic Monitoring
2. Contractor will provide consultative services to County concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to County developing custom dashboards which may not be

part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.

4. Contractor will monitor and maintain dashboards utilized by County.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and County prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and County.
7. Contractor will monitor and maintain Tableau server licenses for County and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to County related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for County.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.

Direction to the Contractor regarding number of dashboards needed will be provided by Behavioral Health.

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

1.0 Maximum Contract Price

EXHIBIT B contains two categories of payments set forth below in Tables B-1 and B-2. The Schedule of Charges in Table B-1 pertains to the services provided by Kings View Professional Services listed in Exhibit A. The Schedule of Charges in Table B-2 pertains to the Cerner Pass Through Software Modules listed in Table of B-2 under Cerner Support. The combined maximum total of the contract based on Tables B-1 and B-2 is \$476,697

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

Notwithstanding any other provision of the contract, in no event will the cost to COUNTY for services to be provided herein on Table B.1 exceed the maximum sum of \$383,196 for the contract term of July 1, 2022, through June 30, 2023.

The contract annual maximums are based on the following schedule:

	FY 2022-2023
Reporting Compliance	\$22,558
Hosting Management and Training; On-going Support	\$37,070 \$94,987
Helpdesk Support	\$147,923
Dashboards*	\$51,877
Anti-Psychotics, Medication & Metabolic Monitoring Dashboard	\$7,000
State Reporting	\$21,781
Subtotal	\$383,196

B-2 Notwithstanding any other provision of the contract, in no event will the cost to COUNTY for the items referenced herein on the table below exceed the maximum sum of \$93,501 for the contract term of July 1, 2022, through June 30, 2023. The contract annual maximum is based on the following schedule.

Pass Through Software	FY 2022-2023
Cerner Support (New Version Rights)	\$65,555
Cerner Client Data System; Cerner Assessment System; Cerner Treatment Plan System; Cerner Scheduling System; Cerner Doctor's Home Page; Cerner Human Resource System; Cerner Cost Accounting System; Cerner Fiscal System; Cerner Managed Care Organization (MCO) System;	
Annual Visual Data Flex Subscription 70 Concurrent Users	\$769
Annual MERTECH SQL Driver 70 Concurrent Users	\$2,211

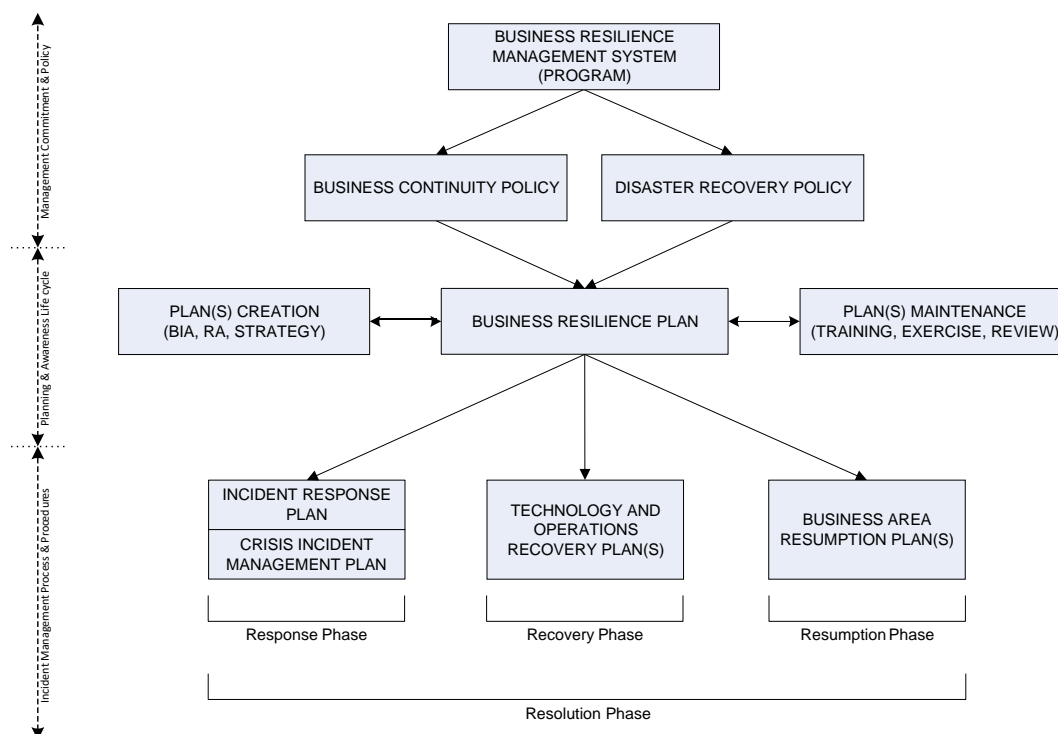
EPCS	\$1,400
PATIENT PORTAL	\$4,800
HISP	\$540
DSM5	\$4,880
CERNER HOSTING	\$46,500
SUBTOTAL:	\$126,655
Cerner Millennium Credit Deposit - \$40,055	-\$40,055
Estimated Sales Tax	\$6,901
TOTAL:	\$93,501

Overview

Cerner’s approach to Business Continuity includes multiple areas of focus and design. We strongly believe that Production environments should be designed to be resilient in all areas of the system to quickly and as seamlessly as possible react to component failures. This design approach offers the highest levels of system availability that are inherently built into the base architecture of production systems. We continue to drive improvements at all levels of the system so that highly available system configurations along with software updates that are passive and non-disruptive to application functionality can offer flexibility to perform maintenance (i.e. installation of application level code, system level patches, etc.), as well as maintain availability for production operations due to a hardware failure, while users are still on the system. Cerner has a proven track record of providing remotely hosted services that have consistently demonstrated very high levels of service availability, stability and performance.

Cerner Corporation’s Business Resilience Program covers Crisis Incident Management, Business Continuity and Disaster Recovery aspects of response, recovery and resumption. This document focuses on the Disaster Recovery aspect of the program – referred to as “Disaster Recovery Program”. The Disaster Recovery Program is based on an “all hazards” approach, which focuses on recovering the impacted services or solutions in the event of a catastrophic disaster resulting in a complete loss of infrastructure that renders a production system, an entire data center, or a portion of a data center completely unrecoverable or inoperable (i.e. a force majeure type of event). The program ensures that disruptions are minimized for essential technology functions and services, which support internal and external client services during an incident that might be, or could lead to an extended disruption, emergency or crisis. To this end, Cerner supports a robust Disaster Recovery Program supporting the required availability of time-sensitive data processing functions through the development and implementation of technology recovery plans for use in the event of a catastrophic disruption of hosted data processing capabilities. The Disaster Recovery Program is based on accepted industry best practices, and standards, and is consistent with the provisions and direction of the overall strategic and tactical vision. All associates and business units are required to uphold and support Cerner’s Disaster Recovery Program.

This document provides an overview of Cerner’s Disaster Recovery Program. Below is the graphical view of the overall Cerner Business Resilience program structure:



Objectives

The primary objective of disaster recovery is to recover critical elements of Cerner technology operations to ensure services are available as quickly as possible.

Scope

The program ensures that disruptions are minimized for essential technology functions and services, which support internal and external client services during an incident that might be, or could lead to an extended disruption, emergency or crisis, based upon recovery time objectives (RTO).

The primary areas that could be affected to limit services are:

Facility: building, power, HVAC, physical security and fire suppression

Infrastructure: servers, operating systems, software tools, core networks, telecommunications and backups

Operational Support Personnel: resources (daily staffing and supplemental staffing)

Key Definitions

Term	Definition
Facility	A Data Center Facility utilized to deliver contracted services for Cerner Clients and Cerner's internal solutions and services.
Infrastructure	Includes any component required to deliver a contracted service including Operating Systems, Server hardware, Network, Storage, Directory Services, etc.
N+1	The number of components necessary to support a production load, plus one. (i.e. If 10 Citrix servers were required for Production environment capacity, 11 servers will be allocated)
Recovery	The return of a system or service to operation
Resumption	The return of a system or service to the original, redundant facility and infrastructure state of operation
RTO	Recovery Time Objective
BC / DR	Business Continuity / Disaster Recovery

Program Responsibilities

The overall Business Resilience Program includes these functions:

- Establishing the methodology for developing, maintaining, and exercising enterprise-wide Technology and Operations Recovery and Resumption Plans.
- Developing and maintaining BC and DR policies in accordance with Cerner's solutions and business objectives.
- Ensuring proper coordination of all response, recovery, and resumption efforts under a single program.
- Help business units develop technical recovery/resumption plans.
- Assist with Disaster Recovery Assessments to determine stake holders, owners and recovery priorities for services.
- Making available Business Resilience awareness training for all business units.
- Providing the documentation for, and guidance to exercising of the business unit plans.
- Developing and maintaining the Incident Response and Crisis Incident Management plans and processes for teams to follow during a disruptive event.

Executive Leadership Commitment

Cerner is committed to compliance with all directives and expectations set forth in the Business Resilience policies. As noted below, activity related to the Disaster Recovery policy is reviewed periodically for compliance and those results are then reviewed with the appropriate leadership to minimize and/or mitigate any risks associated with non-compliance.

Senior level management of Cerner is committed to the continual improvement of the Business Resilience Program. The Business Resilience team is responsible for the development, implementation, and maintenance of the Business Resilience Program.

Compliance

Internal process reviews and 3rd party audits are performed when appropriate to evaluate compliance with the policy and related procedures. The results of such audits are formally communicated to management for review and possible corrective action, if needed, and are not released to clients outside of Cerner. Upon request, Cerner clients can receive the most current third-party SOC (or similar) attestation report that provides confirmations of a Business Resilience Program and appropriate reviews being in place.

Disaster Recovery Assessments of Service Disruption, and Risk Mitigating Strategies

As an ongoing commitment to ensure the availability of service to its customers, Cerner has a dedicated Disaster Recovery Team. Key strategies for recovery of the Cerner Solutions include:

- Provide secure, highly available data centers
- Experienced personnel to maintain and support the Disaster Recovery program
- Provide for alternate disaster recovery locations
- Protect data with a second (backup) copy stored at an alternate location
- Maintain disaster recovery readiness by conducting routine disaster recovery exercises (as applicable)
- Continuously improve processes and technology supporting disaster recovery

Cerner provides highly available, redundant production environments capable of withstanding a single component failure with no (or minimal) disruption in accordance with contractual agreements. In the event there are multiple failures of the same component type (e.g., both redundant network switches are disrupted) Cerner will make commercially reasonable efforts to repair or replace the failed components and return the affected service(s) to normal operation as quickly as possible.

In addition, Cerner is continuously evaluating and implementing enhancements to Disaster Recovery strategies and technical designs to include configurations or solutions that will enable us to support industry best practices. Cerner utilizes internal procedures and policies to validate technical designs, configurations and applicable service plans.

Facility: Cerner's services are delivered from data center facilities designed to provide a fully redundant, N+1 Power and HVAC environment to ensure all infrastructure deployed has a source of power in the event a single electrical system becomes unavailable. Backup generators provide power during extended interruptions of electrical service delivery from the primary power sources.

Infrastructure: A fully redundant, N+1 Infrastructure (e.g. servers, network, storage, etc.), is utilized for all production environments. Cerner leverages enterprise class level systems to ensure high availability.

Operational Support Personnel: Cerner's Immediate Response Center (IRC) provides 24x7x365 support staff to ensure prepared, and knowledgeable resources are immediately available to assist with critical system issues. Cerner's Business Resilience team will engage the IRC team to establish a central command location for the management of an actual disruptive event. Cerner's IRC personnel are staffed at multiple facility locations to ensure coverage in the case of a facility-specific event.

Business Resilience Program—Awareness, Communication, Training & Auditing

Cerner has developed a Business Resilience Program that details the standard procedures used in the event of a disruptive incident. Recovery and resumption plans include or reference detailed descriptions of DR tasks, including technical configurations, backup/restore and start-up procedures, as well as standard communication and personnel management procedures.

Awareness and Communication: Communication is a key component to ensuring business continuity and disaster recovery is successful. Cerner uses various established methods to provide appropriate situational awareness to clients, executives and affected personnel in the event of a disruptive incident following documented procedures.

Exercising, Training, and Auditing the DR Plans: Cerner associates are trained to follow the guidelines and procedures included in the Business Resilience Program and applicable disaster recovery and resumption plans. Cerner follows industry best practices and internal procedures and policies to exercise applicable plans. Audits are performed to validate compliance by an internal audit team as well as a 3rd party audit firm.

System Maintenance, Monitoring, Backup and Restore

Cerner is responsible for the system management, monitoring and performance for all systems hosted by Cerner. Proactive system management is a major focus of daily system management activities. Many systems are generally built the same, managed the same and supported in the same manner. This industry standard technology service approach allows us to take advantage of lessons learned across the entire Cerner hosted client base. The collective knowledge of system engineers, database administrators, networking engineers, as well as infrastructure deployment experts for all Cerner hosted systems is leveraged as needed to review incidents using the same criteria for root cause analysis and classification. Incidents that may impact multiple clients or services are communicated to persons managing systems of similar configurations for scheduling proactive system maintenance activities. Our standard monitoring process includes continuous, proactive monitoring in order to identify potential issues before they arise and ensures optimum system performance. System and data backups are conducted in compliance with, internal backup policies appropriate for Cerner's services to ensure high confidence in recovery success.

Summary

The foundation and core focus of Cerner's hosting service is the prevention of incidents that could cause an extended disruption to services. Cerner provides clients an N + 1 design architecture that is carried throughout the production systems and in data centers used for Cerner's services. This design approach ensures high-availability for our networks and systems to mitigate the threat of significant failures or extended disruptive incidents that could impair the services we provide to clients. In the event of a disruptive incident, Cerner's Business Resilience team along with other response teams will be mobilized. Cerner will leverage the established, exercised and documented recovery and resumption plans to restore services as quickly and effectively as possible, using commercially reasonable measures.

Cerner offers enhanced levels of Disaster Recovery services for dedicated system hosting services (i.e. dedicated system to one client) that include a committed RTO. Contact your Cerner representative for more information.

Cerner's Business Resilience Program is aligned with process and methodology based on industry best practices and guidelines such as:

- ISO 22301 - Business Continuity Management standard
- Disaster Recovery Institute International (DRII)
- National Fire Protection Association (NFPA 1600)
- Federal Continuity Directive 1
- Federal Emergency Management Agency (FEMA)

EXHIBIT C
INSURANCE REQUIREMENTS
KINGS VIEW CORPORATION

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

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

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

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

Other Insurance Provisions:

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

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

to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

EXHIBIT D
BEHAVIORAL HEALTH PROVISIONS

1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (“NCBH”) by December 31 of each year and when prescribed below.
 - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to NCBH regarding the network providers’ (disclosing

entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i. Upon the provider or disclosing entity submitting the provider application.
 - ii. Upon the provider or disclosing entity executing the provider Contract.
 - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the fiscal agent executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
 - i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the managed care entity executing the contract with the State.

- iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the managed care entity.
 - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (“FFP”) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor’s verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. Contractor’s verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

2. Client/Patient Records:

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

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by NCBH and State or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County’s Mental Health Plan.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County’s facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.
- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or

for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 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 County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

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

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS's most recent Information Notice(s) regarding Cultural Competence Plan Requirements ("CCPR"), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act ("MHSA"), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.
- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Tile 42 CFR Section 438.100.
- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that

the hours of operation during which Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

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

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

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. Section 438.610, Contractor shall not knowingly have a relationship with the following:
- a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. Section 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

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

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

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

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or

- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

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

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

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

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

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

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
 - Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
 - The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - The availability of assistance to the beneficiary with filing grievances and appeals.
 - The beneficiary's right to request a State fair hearing after Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
 - The beneficiary's right to request continuation of benefits that Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.
- F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and

state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

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

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

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

EXHIBIT "E"
SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES

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

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

Regarding the Use and Disclosure of Protected Health Information:

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

Contractor agrees to:

8. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County’s or Contractor’s compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

16. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
18. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Summary Page

Kings View Corporation

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

Max Annual Price: \$476,697	Contract Start Date: 7/1/2022	Contract End Date: 6/30/2023
Liquidated Damages: N/A		

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589-40103-493-1000/521520
Sexual Abuse or Molestation Liability	(\$1,000,000)	
Automobile Liability	(\$1,000,000)	
Worker’s Compensation	(Statutory Limits)	
Professional Errors and Omissions	(\$2,000,000)	
Cyber Liability	(\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department, Health and Human Services Agency		Kings View Corporation	
Address:	950 Maidu Ave	Address	7170 N. Financial Drive, Suite 110
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Fresno, CA 93720
Attn:	Phebe Bell	Attn:	Amanda Nugent Divine, PhD, CEO
Email:	Phebe.Bell@co.nevada.ca.us	Email:	anugentdivine@kingsview.org
Phone:	(530)470-2784	Phone:	(559)256-7601

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

ATTACHMENTS

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