CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SISKIYOU BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of Siskiyou, (hereafter "County") and BHC Alhambra Hospital, d/b/a Reasons Eating Disorder Center, a Corporation, (hereafter "Contractor"), hereinafter collectively referred to as "Parties" and individually as "Party":

WITNESSETH

WHEREAS, the County has a need to provide treatment and services to clients experiencing eating disorders; and

WHEREAS, Pursuant to Government Code section 31000, County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the Parties agree as follows:

1. **Scope of Services**. County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.

2. **Compensation**. Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. **Effective Date and Duration**. The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.

4. **General Conditions**. Contractor and County shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.

5. **Special Conditions**. Contractor and County shall comply with all provisions of County's Special Conditions as set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

6. **Business Associate Agreement**. Contractor and County shall comply with County's Business Associate Agreement as set forth in Exhibit F, attached hereto and incorporated herein by reference.

7. **Qualified Service Organization Agreement**. Contractor and County shall comply with County's Qualified Service Organization Agreement as set forth in Exhibit G, attached hereto and incorporated herein by reference.

8. **Contract Signatures**. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This Contract may be executed and delivered by facsimile or scanned signature by any of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 6/4/2024

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: BHC Alhambra Hospital, d/b/a Reasons Eating Disorder Center, a Corporation

Date: 5/28/24

Peggy Minnick, Chief Executive Officer

Date: 5/28/24

Craig Corley, Chief Financial Officer

License No.: 930000006
(Licensed in accordance with an act providing for the registration of contractors)

TAXPAYER I.D.: 62-1658521

ACCOUNTING:

Fund	Organization	Account	FY23/24	FY24/25	FY25/26
2122	401030	740300	$0.01 (Rate)	$0.01 (Rate)	$0.01 (Rate)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

EXHIBIT "A"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. **Eating Disorder Treatment.**
   a. Scope of Services: Contractor shall provide treatment to County Medi-Cal beneficiaries that require specific eating disorder treatment services. Eating disorder treatment services shall be provided on an as needed basis, and only to those referred by County. County shall approve beneficiary's treatment plan, length of stay and level of care in writing before services are provided. County shall be notified within twenty-four (24) hours should Contractor assess client at a different level of care during the course of treatment. Any change in level of care or length of stay shall be approved by the County in writing prior to services being provided. County shall have final approval of all services provided. County shall have monthly check in meetings with County treatment team with placed beneficiary.

   b. Initial Assessment:

      1) If beneficiary has not been previously assessed to determine medical necessity and placement needs, then Contractor shall conduct assessment before treatment and placement.

   c. Levels of Service:

      1) Inpatient Hospitalization: Ages 12-17 yrs and 18 yrs and older, all genders

         i. Crisis or acute stabilization of psychiatric issues along with their eating disorder
         ii. 24-hour supervision and care by medical staff (RNs round the clock)
         iii. Highly intensive treatment by multidisciplinary staff including group therapy, individual therapy 3 times per week, structured nutritional plan by a registered dietitian, and daily consultation with psychiatrist.
         iv. Family therapy provided

      2) Residential Treatment (Residential)

         i. Residential provides a comprehensive and specialized treatment services facility which furnishes a non-institutional, therapeutic community in which beneficiaries are supported in their efforts to develop, maintain, and restore interpersonal and independent living skills and community support systems. These services include and all-inclusive structured treatment and rehabilitation program for beneficiaries with eating disorder diagnoses who require residential level of care, either following Inpatient or as an alternative to Inpatient. The program shall include at a minimum the following services:

(1) Services shall be available seven (7) days per week.
(2) Evaluation by a physician or equivalent professional within seventy-two (72) hours of admission and at least once weekly.
(3) Physical exam and laboratory tests done within seventy-two (72) hours of admission if not completed prior to admission.
(4) Twenty-four (24) hour nursing shall be available on site to manage medical problems.
(5) Treatment planning shall be consistent with the beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment shall be provided within a community setting. Treatment includes the following and shall occur at least once per day for at least sixty (60) minutes:
  (a) Community milieu group therapy
  (b) Group psychotherapy
  (c) Activity group therapy
  (d) Once a weekly individualized therapy with a licensed provider
  (e) Family supports identified and contacted for clients as follows: For adults, there shall be at least weekly participation
(6) Care coordination with other clinicians providing treatment
(7) Discharge planning, including linkages to aftercare services, and the development of an outpatient treatment plan

3) Partial Hospitalization Program (PHP) – Virtual:
  i. PHP provides a structured multidisciplinary treatment program as an alternative to inpatient and residential levels of care to allow beneficiaries to continue their recovery and avoid placement in a more restrictive setting. PHP shall include at minimum the following:

(1) Multidisciplinary treatment provided at least six (6) hours per day, five (5) hours per week.
(2) Treatment shall be individualized and is not determined by the programmatic period.
(3) Evaluation by physician upon admission with weekly visits including evaluation of substance abuse.
(4) Treatment recommendations from evaluations shall be integrated into a treatment plan that includes:
  (a) Targets of cognitive behavioral skills for controlling food restricting and controlling binging, purging and non-purging behaviors.
  (b) Nutritional assessment completed upon admission, with specific dietary intake and target weight goals.
  (c) Weekly measurement of weight, charting of calorie intake and percentage of dietary intake goals.
  (d) Community supports are identified
  (e) Weekly family therapy for children and adolescents, with family members involved in group and educational programs
  (f) Care coordination with other clinicians
  (g) Discharge planning, including linkage to aftercare services, and the development of an outpatient treatment plan

(5) Treatment services may be provided by Zoom or in another telehealth setting when necessary and reasonable due to the COVID-19 pandemic.

4) Intensive Outpatient Program (IOP) – Virtual:

i. Provided within a community setting the IOP consists of service provided by licensed clinicians, for a minimum of three (3) hours per day, three (3) days per week as follows:

(1) Evaluations by a physician is completed upon admission along with weekly visits including the evaluation of substance use.

(2) Treatment recommendations from evaluations shall be integrated into a treatment plan that includes:

(a) Targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors

(b) Nutritional assessment completed upon admission, with specific dietary intake and target weight goals.

(c) Weekly measurement of weight, charting of calorie intake and percentage of dietary intake goals

(d) Community supports are identified

(e) Weekly family therapy for children and adolescents, with family members involved in group and educational programs

(f) Care coordination with other clinicians

(g) Discharge planning, including linkage to aftercare services, and the development of an outpatient treatment plan

(3) Treatment services may be provided by Zoom or in another telehealth setting when necessary and reasonable due to COVID-19 pandemic.

EXHIBIT "B"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. **Compensation.** Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the Siskiyou County Auditor/Controller at: 311 4th St, Ste. 101, Yreka, California 96097. County shall pay to Contractor, as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

   a. If applicable, should both Parties exercise the right to renew this Contract as described in Exhibit C, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount in FY 2021-22 unless the Parties agree otherwise pursuant to section 29 of Exhibit D, Delegation of Authority.

   b. Contractor shall be reimbursed at the following rates for services. Rates are all inclusive, include initial assessment and services described in Exhibit A above:

Inpatient- 24-hour treatment in a hospital setting	$1625 per day
Residential- 24-hour treatment in residential setting	$1525 per day
PHP- Outpatient treatment 5+ hours per day 5 days per week	$825 per day
IOP- Outpatient treatment 3 hours per day 3 times a week	$540 per day

2. **Billing.** Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall submit an invoice to County by the 30th day of the following calendar month. The invoice shall be itemized, showing the number of client days, the client day and or/service minute rate and any offsetting revenues (e.g., SSI payment).

3. **Documentation.** A part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, according to any special requirements needed by third party payors or federal or state funding agencies. While rates are all inclusive, Contractor shall include case notes and documentation of individual services provided during treatment with their invoices. This requirement shall apply to all Contractors billing services on a per-unit basis, or as described in section 1 of this Exhibit, "Compensation". Contractor shall provide documentation as set forth in County guidelines, which can be found at:

https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/dhcs_contract_2022_-_2027.pdf

4. **Payments.**

a. County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include an explanation of the nature of the dispute with the payment for the undisputed charges and shall provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The Parties shall exchange any information needed to resolve the dispute within a reasonable time.

b. Overpayment: Pursuant to 42 C.F.R. section 438.608(d) and MHSUD Information Notice 19-034, in the event that County issues an overpayment to the provider or Contractor, the provider or Contractor must report the overpayment in writing to the Behavioral Health Administrator or designee within three (3) business days of the discovery of overpayment. The notification must include information indicating the reason Contractor believes they were overpaid. The overpayment must be returned to the Plan within sixty (60) calendar days after the date on which the overpayment was identified. The overpayment may also be deducted from Contractor's future payments from County. The provider will provide all requested information necessary for County to investigate and return the overpayment as needed. Records of the discovery and recovery of overpayment will be retained by County and provider in the same manner and timeframe as all other claiming or financial records. The requirements above do not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations.

5. **Withholding Payment**.

a. In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Contractor under any of the following conditions:

1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
3) Contractor has failed to sufficiently itemize or document an itemized invoice.
4) When, in the opinion of County and expressed by County to Contractor in writing, Contractor's performance, in whole or in part, has not been sufficiently documented.

EXHIBIT "C"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
DURATION AND EFFECTIVE DATE

1. **Effective Date.** This Contract shall be effective as of the date this Contract is signed by County, and that signatory shall be the last to sign.

2. **Service and Duration Date.** Services shall commence on or after April 1, 2024, and shall end upon the end of the duration date, as outlined in section 3 of this Exhibit, below. This Contract shall remain in effect from the effective date, stated in section 1 of this Exhibit, above, June 30, 2026, unless terminated sooner pursuant to sections 6 or 7 of Exhibit D, or renewed pursuant to section 4 of this Exhibit.

3. **Option to Renew for One or Multi Year.** By mutual agreement of County and Contractor, this Contract may be renewed for one year or multi-years. All renewals shall be made in writing. The Health Agency Director or his designee is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved as to form and legality by County Counsel, and consistent with the limits described in section 29 of Exhibit D, Delegation of Authority.

EXHIBIT "D"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. **Independent Contractor**. Contractor shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. **No Eligibility for Fringe Benefits**. Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or entitled to any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. **Warranty of Contractor for Provision of Services.** Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other laws applicable to the type(s) of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor will, at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. **Warranty of Contractor Regarding Compliance with all Laws**. Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then Contractor shall immediately notify County in writing.

5. **Power and Authority of Contractor.** If Contractor is a limited liability entity, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California limited liability entity in good standing under the laws of the state of California or a duly organized, validly existing foreign limited liability entity in good standing in the state of incorporation, organization, or formation and authorized to transact business in the state of California.

6. Termination for Cause.

a. If County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, County may immediately terminate this Contract.

b. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to Contractor:

1) Contractor fails to perform Contractor's duties to the satisfaction of County; or
2) Contractor fails to fulfill, in a timely and professional manner, Contractor's obligations under this Contract; or
3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon County; or
4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
5) Contractor has not, to the satisfaction of County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage; or
7) Contractor fails to comply with any provision of the Health Agency Compliance Plan, Mental Health Compliance Plan, Cultural Competence Plan, Health Information Privacy and Security, Fraud, Waste, and Abuse Policy, Code of Conduct, or Code of Ethics.
8) Contractor is found to have been given or received anything of value in exchange for a referral as further described in California Health and Safety Code section 11831.6.

c. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate this Contract.

d. In the event of termination for cause, all Contractor's obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

a. Either Party may terminate this Contract at any time by providing the other Party written notice of termination for convenience ("Notice of Termination for Convenience"). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least thirty (30) calendar days after the date of the Notice of Termination for Convenience. Termination for convenience shall be effective at

11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience.

b. Termination for convenience shall have no effect upon the rights and obligations of the Parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
c. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
d. In the event of termination for convenience, all Contractor's obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
e. Neither this section nor section 6 of this Exhibit apply to a decision by either Party not to exercise an option to renew this Contract.

8. **Power to Terminate**. Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. **Non-Assignment of Contract**. Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without County's prior written consent shall be null and void.

10. **Entire Agreement and Modifications**. This Contract supersedes all previous contracts between the Parties hereto on the same subject matter and constitutes the entire understanding of the Parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. **Governing Law and Venue**. This Contract shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of law's provisions. Each Party hereto agrees that the exclusive venue for any action or proceeding that may be brought, or arise out of, this Contract, shall be the Superior Court of the state of California for the County of Siskiyou.

12. **Waiver**. No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No waiver shall be valid unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. **Severability**. Contractor agrees that if any provision of this Contract is found to be invalid, illegal, or unenforceable, such term or provision shall be deemed stricken and the remainder of this Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the Parties as closely as possible.

14. **Nondiscrimination**. Contractor agrees that it will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, gender, gender identity, or gender expression, disability or national origin, or other conditions contained in Presidential Executive Order number 11246.

15. **Notices.**
    a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the Parties at the following addresses or sent by electronic transmission to the following facsimile numbers:
    1) To County:

    Siskiyou County Health and Human Services Agency
    Attn: Rose Bullock, Deputy Director of Administrative Services
    2060 Campus Drive
    Yreka, California 96097
    (530) 841-4732 Phone
    (530) 841-2790 Fax
    rbullock@co.siskiyou.ca.us

    2) To Contractor at:

    BHC Alhambra Hospital d/b/a Reasons Eating Disorder Center
    Attn: Brett Graves, MPH, Senior Director, Business Development and Contracts
    4619 N. Rosemead Boulevard,
    Rosemead, California 91770
    (626) 286-1191 ext. 292
    brett.graves@uhsinc.com

    b. Any such notice shall be deemed to have been received:
    1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; or
    2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or
    3) In the case of mailing, on the third business day following posting.

16. **Headings**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
17. **Signatory Authority**. Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

18. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of County.

19. **Insurance.**

a. Contractor shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons and/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.

b. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:

1) Commercial General Liability ("CGL"): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO 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.

3) 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. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

i. (*Not required if Contractor provides written verification it has no employees*).

4) Sexual Misconduct Liability, if applicable: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5) Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination or cancellation.

c. Additional Insured Status: **The County, its officers, officials, employees, and volunteers are to be covered as insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

d. Primary Coverage: For any claims related to this contract, **the Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

e. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

f. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

g. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the 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 the County has received a waiver of subrogation endorsement from the insurer.

h. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

j. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3) If 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, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

k. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

l. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

m. Certificates and copies of any required endorsements shall be sent to:

Siskiyou County Health and Human Services Agency
Attn: Rose Bullock, Deputy Director of Administrative Services
2060 Campus Drive
Yreka, California 96097
(530) 841-4732 Phone
(530) 841-2790 Fax
rbullock@co.siskiyou.ca.us

n. 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.

20. Force Majeure. Neither County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either Party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, states or other governmental bodies; any laws or regulations of such municipal, federal, states or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting Party. Any Party delayed by force majeure shall, as soon as reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Contract.

21. Inspection or Audit of Records by Local, State or Federal Agency.

a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the state Auditor for a period of three (3) years after final payment under this Contract.

b. Additionally, Contractor shall allow County, state Department of Health Care Services ("DHCS"), United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States (Government Accountability Office, "GAO"), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five (5) years thereafter, Contractor shall furnish any such record, or copy thereof, to County, DHCS, HHS, or GAO as requested.

c. Contractor shall include in each of its contracts with any subcontractor performing work under this Contract, a provision providing that the subcontractor grants to County, DHCS, HHS, the GAO, and all other authorized federal and state agencies, or their duly authorized representatives, the same rights to inspect, evaluate, audit and otherwise examine Contractor's records and facilities as set forth in section 23.b., above, of this Exhibit.

22. Nondisclosure. All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with copies of all the information requested. County shall make the sole decision regarding whether and how to release information according to law.

23.Conflict of Interest. Contractor acknowledges that Contractor is aware of and understands the provisions of Government Code sections 1090 et seq. and 87100 et seq., which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code sections 1090 et seq. and 87100 et seq. during the term of this Contract.

24.Immigration Reform and Control Act. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

25. Third Party Beneficiaries. County and Contractor both expressly understand that the enforcement of the terms and conditions and all rights of action related to enforcement of this Contract shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

26. Tax Information Reporting. Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

27. Delegation of Authority.

a. Delegation of Authority to Amend this Contract: The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to twenty-five percent (25%) of the original Contract amount.

b. Delegation of Authority to Exercise the Option to Renew this Contract and to Approve Associated Rate Changes: The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) one (1) year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this Contract so long as that rate change from the allowed expenditure under the initial term of this Contract does not increase the total compensation to Contractor by more than twenty-five percent (25%) of the original Contract amount.

c. Limitation on Delegation: Any amendment or option to renew made pursuant to this delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee, and any increase in compensation is consistent with the Health Agency's

budget approved by the Board of Supervisors and does not increase the total compensation to Contractor by more than twenty-five percent (25%) of the original Contract amount. This delegation of authority is expressly limited as stated herein.

EXHIBIT "E"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws. Contractor agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, the Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations ("C.F.R."), Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA"), and the Health Insurance Portability and Accountability Act ("HIPAA"). This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of medical or medication status or other source of funding, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

3. Nondiscrimination.

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

b. Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990, the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulation promulgated thereunder. (California Code of Regulations, Title 2, § 7285 et seq.) Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Contractor shall comply with all state and federal nondiscrimination laws and regulations, and shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

4. Quality Assurance. Contractor agrees to conduct quality assurance and program review that meets all requirements of the DHCS. Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

a. Contractor shall certify in writing on an annual basis that it has credentialed staff that comply with DHCS requirements including, but not limited to, the following elements of this Contract:

1) Exhibit D.26.: Conflict of Interest

2) Exhibit E.6.: Screening for:

i. Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

ii. Social Security Death Master File

iii.System for Awards Management (SAM) List

iv. National Provider Identifier (NPI)/National Plan and Provider Enumeration System (NPPES) List

v. National Practitioner Data Bank (NPDB) List

3) Exhibit E.7.: Compliance Plan

4) Exhibit E.8.: Cultural Competence Plan

5) Exhibit E.9.: Health Information Privacy and Security Policy and Training Program

6) Exhibit E.11.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

7) Exhibit E.12.: Drug Free Workplace

8) Exhibit E.19.b.: Licensing Restrictions

b. Contractor shall sign the Contractor Certification form in conjunction with signing this Contract.

6. Screening of Inspector Generals' Excluded Provider List, Medi-Cal of Excluded Providers, Social Security Death Master File, SAM LIST, NPI/NPPES, and NPDB List.

a. Consistent with the requirements of 42 C.F.R. section 455.436, Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers), any subcontractor(s), any person with an ownership or control interest, and/or any person who is an agent or managing employee of the Mental Health and Drug Medi-Cal Organized Delivery Service (DMC-ODS) Plans through periodic checks of federal and state databases.

b. Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers: At the time of securing a new employee or service provider, Contractor shall conduct, or cause to be conducted, a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, subcontractors or agents assuring that neither Contractor nor any of its employees, subcontractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

c. Social Security Death Master File: Pursuant to 42 C.F.R. section 438.602(b), Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R Part 455, subparts B and E.

d. System for Awards Management (SAM) List: At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the SAM Excluded Provider List. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, subcontractors or agents assuring that neither Contractor nor any of its employees, subcontractors or agents are listed on the SAM Excluded Provider List.

e. NPI/NPPES List:

1) Contractor shall certify that all employees, subcontractors, and agents who are required to have an NPI number have been checked monthly against the NPPES provider list on a monthly basis. Contractor will verify that NPI number and taxonomy number have not changed, and, if so, that the discrepancy has been corrected.

2) If Contractor finds that any of the above persons or providers is/are excluded, it must promptly notify County and take action consistent with 42 C.F.R. section 438.610(c). Contractor shall not certify or pay any such person or 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.

f. NPDB List: At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the NPDB List. Periodically, Contractor shall conduct or cause to be conducted a screening of all employees, subcontractors or agents assuring that neither Contractor nor any of its employees, subcontractors or agents are listed on the NPDB List.

7. Compliance Plan.

a. Contractor shall, at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct–Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, subcontractors and agents.

b. Within thirty (30) calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.

c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.

8. Health Information Privacy and Security Policy and Training Program.

a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996 ("HIPAA"), the California Medical Information Act ("CMIA"), and as required by County.

b. Within fifteen (15) calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors, and agents shall read the latest edition of the Confidentiality Agreement and HIPAA Primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.

c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.

9. Confidentiality. Contractor shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq. and 5328 et seq.; 42 C.F.R. section 431.300 et seq.; 42 C.F.R. Part 2; California Medical Information Act ("CMIA"); the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, including but not limited to 45 C.F.R. Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract (the Business Associate Agreement). Any conflict

between the terms and conditions of this Contract and Exhibit F shall be read so that the more legally stringent terms and obligations of this Contractor shall control and be given effect. Contractor shall not disclose any client/patient identifying information, except as otherwise authorized by law.

10. Disclosures. Pursuant to 42 C.F.R. sections 455.104 and 455.106, Contractor shall submit the disclosures described in this section regarding Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Health Agency prior to entering into or renewing this Contract. Contractor shall submit an updated disclosure to the Health Agency within thirty-five (35) calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Health Agency. Disclosures as provided herein:

a. For disclosure of five percent (5%) or More Ownership Interest, Contractor shall provide in writing the following:

1) The name and address of any person (individual or corporation or other entity) with an ownership or control interest in Contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

2) Date of birth and social security number (in the case of an individual);

3) Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;

4) Whether the person (individual or corporation or other entity) with an ownership or control interest in Contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation or other entity) with an ownership or control interest in any subcontractor in which the managed care entity has a five percent (5%) or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

5) The name of any other disclosing entity in which Contractor or subcontracting network provider has an ownership or control interest; and

6) The name, address, date of birth, and social security number of any managing employee of the managed care entity.

b. For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:

1) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

2) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

3) Contractor shall supply the written disclosures to County before entering into this Contract and at any time upon County's request.

4) Network providers should submit the same disclosures to County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into this Contract and at any time upon the Health Agency's request.

11. Drug Free Workplace. Contractor shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the Federal Drug-Free Workplace Act of 1988, Section 5151 et seq. of Subtitle D of Title V of United States Public Law 100-690 (100th Congress). Contractor shall certify that none of its employees, contractors, or agents use drugs or alcohol in a manner that would affect their ability to perform any functions required by this Contract.

12. Record keeping and reporting of services.

a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable federal, state, and County record maintenance requirements.

b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.

c. Contractor shall collect and provide County with all data and information County deems necessary for County to satisfy state reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code sections 5651(a)(3), 5664, and 5705(a), and guidelines established by DHCS. Said information shall be due no later than ninety (90) days after close of fiscal year of each year, unless a written extension is approved by County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

d. Contractor shall retain records of services rendered under the Medi-Cal program or any other health care program administered by DHCS for a minimum of ten (10) years from the final date of the contract period between County and Contractor, from the date of completion of any audit, or from the date the service was rendered, whichever is later in accordance with Welfare and Institutions Code section 14124.1.

e. If applicable, Contractor shall ensure insurance information is verified for every client at each service and record the current insurance information in County's electronic health record.

13. State Audits. Pursuant to California Code of Regulations, Title 9, section 1810.380, Contractor shall be subject to state oversight, including site visits, monitoring of data reports and claims processing, and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the state and County. If Contractor is determined to be out of compliance with state or federal laws and/or regulations, the state may require actions of County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the state may impose on County.

14. Equipment. Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

a. All required Behavioral Health forms; and

b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to County upon earlier demand by or in no event later than the termination of this Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment. Contractor shall retain the right to provide services at another facility or to operate a separate private practice, subject, however, to the following prohibitions:

a. No such private practice shall be conducted or solicited on County premises or from County-referred clients.

b. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.

c. The insurance coverage provided by County or by Contractor for the benefit of County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract. Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the DHCS to provide specialty mental health services to Medi-Cal beneficiaries of {__name__} County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code § 5775.)

17. Placement Authority, if applicable. County shall have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

18. License Information.

a. Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law.

b. Licensing Restrictions.

1) Contractor certifies that none of its subcontractors or agents has ever had a professional license, registration or certification revoked, limited, restricted, suspended, placed on probation/conditional status, or had other disciplinary action taken against them by a licensing or certification board. Contractor staff must also attest to the above.

2) Contractor certifies that none of its subcontractors or agents have ever had professional privileges or membership revoked, cancelled or denied. Contractor staff must also attest to the above.

3) Contractor certifies that any of its subcontractors or agents who have ever been convicted of a felony have reported the circumstances of the conviction to Contractor and Contractor has determined that the conviction will not affect the individual's ability to perform any of the contracted functions. Contractor staff must also attest to the above.

19. Professional Licensing Waiver Requirements. When Contractor employs or contracts with a provider who is licensed in another state, Contractor shall obtain a Professional Licensing Waiver from DHCS pursuant to Department of Mental Health ("DMH") Letter No 02-09 prior to allowing the provider to perform services pursuant to this Contract. The Professional Licensing Waiver shall remain in effect until such time as the provider is registered with the appropriate California licensing board.

20. Reports of Death, Injury, Damage, or Abuse.

a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify County's Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor's employees and/or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code section 11164 et seq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

c. Child Death Review. Contractor may disclose confidential mental health information to a County interagency child death review team that is investigating a child's death as per, Penal Code section 11174.32, the Interagency Child Death Review.

d. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people sixty-five (65) years of age or older and dependent adults age eighteen (18) years of age or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act. (Welfare and Institutions Code § 15600 et seq.) Contractor shall require that all its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

21. Trafficking Victims Protection Act of 2000.

a. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 (22 U.S.C. § 7104(g)) as amended by 22 U.S.C. section 7102. For full text, see:

http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

b. Contractor, Contractor's employees, and subcontractors shall not:
   1) Engage in severe forms of trafficking in persons during the period of time that this Contract is in effect.
   2) Procure a commercial sex act during the period of time that this Contract is in effect.
   3) Use forced labor in the performance of the award or sub-awards under this Contract.

c. Contractor shall:
   1) Immediately notify County's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in section 25.a. of this Exhibit.
   2) Include the requirements of this section in any subcontract awarded under this Contract.

d. Violation of any of these provisions is cause for immediate termination of this Contract.

22. Disclosure of Unusual Incidents. Contractor shall notify County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within twenty-four (24) hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to County's Behavioral Health Administrator, within seventy-two (72) hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. Contractor shall comply with state law and County's policies and requirements concerning the reporting of unusual occurrences and incidents.

23. Charitable Choice.

a. Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character

of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or County.

b. Contractor shall comply with 42 C.F.R. Part 54.

c. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by County and be formatted in a manner prescribed by DHCS.

24. Managed Care Final Rule. Contractor shall comply with Managed Care Final Rule and County policy, if applicable, to provide timely access to services and abide by accessibility standards as per the Managed Care Final Rule. (Mental Health Parity and Addiction Equity Act of 2008, MHPAEA.) County reserves the right to adjust this policy if the state changes the rule.

25. California Values Act. Contractor, acting as a provider of mental health and wellness services to County clients, shall comply with Government Code sections 7284.2 and 7284.8, Cooperation with Immigration Authorities. Contractor shall ensure effective policing, to protect the safety, well-being, and constitutional rights of clients served by Contractor by limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law, while assuring Contractor services remain safe and accessible to all California residents, regardless of immigration status.

26. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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 U.S.C. section 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

27. Information Access for Individuals with Limited English Proficiency. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code §§ 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

EXHIBIT "F"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. **General Provisions and Recitals.**

a. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 C.F.R. Parts 160 through 165 ("HIPAA regulations") (collectively along with state law privacy rules as "HIPAA laws") as they may exist now or be hereafter amended.

b. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform functions or activities on behalf of County under this Contract.

c. County wishes to disclose to Contractor certain information pursuant to the terms of this Contract, some of which may constitute Protected Health Information ("PHI"), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in this Contract.

d. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to this Contract in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

e. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to this Contract.

2. **Definitions.**

a. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

b. "Agent" shall have the meaning as determined in accordance with the federal common law of agency.

c. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

1) Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

ii. Any inadvertent disclosure of PHI by a person who is authorized to access PHI at County or Contractor, to another person authorized to access PHI at County, Contractor, other covered entity or business associate, that has not been used or disclosed except in compliance with law.

iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2) Except as provided in section a., "Administrative Safeguards", of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
   i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
   ii. The unauthorized person who used the PHI or to whom the disclosure was made;
   iii. Whether the PHI was actually acquired or viewed; and
   iv. The extent to which the risk to the PHI has been mitigated.

d. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under this Contract.

e. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 C.F.R. section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).

f. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 C.F.R. sections 164.502(b) and 164.514(d)(1).

g. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. Obligations and Activities of Contractor as a Business Associate.

a. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Contract or as required by law.

b. Contractor agrees to use appropriate safeguards and other legally required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Contract.

c. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 C.F.R. Part 164 with respect to electronic County PHI.

d. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Contract or HIPAA laws.

e. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.

f. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 C.F.R. section 164.524 or any other provision of the HIPAA laws.

g. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 C.F.R. section 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County.

Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

h. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

i. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. section 164.528.

j. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with this Contract, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

k. Contractor agrees that, to the extent Contractor carries out County's obligation under the HIPAA laws, Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

l. Contractor shall honor all restrictions consistent with 45 C.F.R. section 164.522 that County or the Individual makes Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act section 13405(a).

m. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Contract by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information, and discipline employees who intentionally violate any provisions.

n. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

o. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 C.F.R. section 164.412.

    1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

    2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal or state common law of agency.

    3) Contractor's initial notification shall be oral and followed by written notification within twenty-four (24) hours of the oral notification.

    4) Contractor's notification shall include, to the extent possible:

i. The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach; and

ii. Any other information that County is required to include in the notification to Individual under 45 C.F.R. section 164.404(c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 C.F.R. section 164.410(b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

p. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

County may require Contractor to provide notice to the Individual as required in 45 C.F.R. section 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of County.

q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with section 3., subsection o., and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

r. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 C.F.R. section 164.402 to demonstrate that a Breach did not occur.

s. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 C.F.R. Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

t. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

u. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

v. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf

of County under this Contract and use or disclose protected information, and discipline employees who intentionally or repeatedly violate any provisions.

4. Permitted Use and Disclosure by Contractor.

a. Contractor may use or further disclose County PHI as necessary 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 HIPAA Privacy Rule if done by County.

1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

b. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

c. Contractor may use or disclose County PHI as required by law.

5. Obligations of County.

a. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 C.F.R. section 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

b. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

c. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

d. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

6. Business Associate Termination.

a. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

2) Have the discretion to unilaterally and immediately terminate this Contract, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) calendar days.

b. Upon termination of this Contract, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

1) This provision shall apply to all PHI that is in the possession of subcontractors or agents of Contractor.

2) Contractor shall retain no copies of the PHI.

3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

c. The obligations of this Business Associate Contract shall survive the termination of the Contract.

EXHIBIT "G"
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.

2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this Contract, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws regarding the use and disclosure of drug and alcohol abuse treatment records, including the protections in 42 Code of Federal Regulations prohibiting the Qualified Service Organization from disclosing patient information it receives from County to its agents or subcontractors without a Qualified Service Organization Agreement between Contractor and its agent or subcontractor.

3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

4. Performance under the terms of this Contract, is subject to all applicable federal and state laws, regulations, and standards. In executing this Contract, Contractor shall:

   a. Establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below;
   b. Monitor for compliance with the written procedures; and
   c. Be accountable for audit exceptions taken by County or DHCS against Contractor and its subcontractors for any failure to comply with these requirements:
      1) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).