CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and CF Merced Behavioral, LLC, a California Limited Liability Corporation qualified to transact business in the State of California, dba Merced Behavioral Health Center, hereafter "Contractor":

WITNESSETH

WHEREAS, County has need for Mental Health Rehabilitation Center (MHRC) / Institute for Mental Disease (IMD) / Skilled Nursing Facility (SNF) and Special Treatment Program (STP) services to San Luis Obispo County Behavioral Health Services clients, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services.

WHEREAS, Pursuant to Government Code, section 31000, the 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 on 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 specified on 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, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.

5. **Special Conditions.**
   Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

6. **Business Associate Agreement.**
   Contractor shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.

Approved as to form and legal effect.

RITA L. NEAL
COUNTY COUNSEL

By: _____ Date: 5/18/16
Deputy County Counsel

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____ Date: _____
Chair, Board of Supervisors

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR
CF Merced Behavioral, LLC,
dba Merced Behavioral Center

By: Annabelle L. Caguiangan
Signature
Print Name: ANNABELLE L. CAGUIRANGAN
Print Title: DNS

CONTRACTOR
CF Merced Behavioral, LLC,
dba Merced Behavioral Center

By: _____
Signature
Print Name: Jeri Allgood
Print Title: Administrator

Tax ID# XX-XXXXXX
Held in confidential file

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

SCOPE OF SERVICES

1. **Services to be Performed.**
   a. *Basic Service Level*: It is agreed by both Contractor and County that the basic services level (the minimum array of services provided to IMD residents) fully complies with the California Code of Regulations, title 22, section 72445, as amended from time to time, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed offsite services and bilingual/bicultural programming (including taking into consideration the language, family structure, religion and belief system of the client, and providing services to non-English-speaking clients in their own language).

2. **Eligibility.**
   a. Contractor shall admit clients with DSM-V diagnosis who are in need of 24-hour psychiatric nursing services, and who, without prompt and adequate treatment, are evaluated as being at risk of displaying behavioral symptoms (such as combativeness, elopement, suicide threats, and excessive verbal abusiveness) which preclude them from being admitted to a lower level of care. The frequency, scope, and severity of these behaviors are determining factors for admission which is negotiated between County and Contractor for each client admission. Not to be considered for admission are individuals who require acute care and individuals suffering exclusively from developmental disability, mental retardation, or physical illness without a psychiatric component.
   b. A client's eligibility for admission to Contractor's facility(ies) shall be certified by County's Behavioral Health Administrator or designee prior to admission.

3. **Client Monitoring and Discharge.**
   a. County and Contractor recognize that it is vital to have frequent, in-person contacts between the assigned case manager and Contractor's staff in order to maintain close coordination of services and to establish and effective and therapeutic working relationship to ensure that optimum individualized care is provided. To facilitate close coordination of services, Contractor agrees to:
   b. Assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
   c. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs; and deliver these to County promptly so discharge arrangements can be made in a timely fashion
   d. Contractor shall assist the County in an orderly transfer in the event of discharge. Upon discharge or death of a client, the facility shall refund:
      i. any unused funds received by the facility for the client's bill to the payor source within 30 days.

ii. any entrusted funds held in an account for the client to the unconserved client or conservator within three normal banking days; and/or

iii. any money or valuable entrusted by the client to the care of the facility shall be stored in the facility and returned to the unconserved client or conservator in compliance with existing laws and regulations.

4. Role of Conservator.

a. Conservator shall have the power to provide for the care, maintenance and support of the Conservatee, to require the Conservatee to receive mental health and medical treatment related to remedying the recurrent of the Conservatee's mental disorder, including the administration of medication and the Conservator shall have such general powers as provided by law together with the powers set forth in section 5358 of the Welfare and Institutions Code to place Conservatee.

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

COMPENSATION

Payment shall be made to Contractor for the actual number of days of services provided under this Contract pursuant to the following conditions and terms.

1. **Compensation.**

   Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: County Government Center, 1055 Monterey Suite D220, San Luis Obispo, CA 93408. 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:

2. **County's Maximum Cost of the Contract for Services.**

   The County will pay the Contractor for actual client days used by County. County has contracts with Contractor as well as other MHRC/IMD/SNF/STP facilities. In no event shall the County's obligations under all MHRC/IMD/SNF/STP Contracts in total exceed the maximum fund which is **one million three hundred fifty thousand two hundred seventy dollars ($1,350,270).** Should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for all MHRC/IMD/SNF/STP Contracts in total is identical to the maximum fund amount in FY 2016-17 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D.

3. **Rates per Client Day.**

   County will pay Contractor for each client day as follows:

   a. *Basic Service Level* at the rate of **two hundred four and 89/100 ($204.89)** per client day.
   b. *Bed Hold Rate* at the rate of **one hundred ninety seven dollars and 81/100 ($197.81)** per client day.

4. **Definition of Client Day.**

   A client day shall commence at 12:01 a.m. of each calendar day. A client day shall include any part of a day, whether the County's client is present for the full day or any part of the day in Contractor's licensed facility.

5. **Maximum Client Days.**

   The County has a budget for all special services of this nature. Contractor expressly acknowledges and understands that the County's budget is for all of County's special services placements in MHRC/IMDSNF/STP facilities, depending on the needs of the client, as decided by the sole discretion of the County. The Contractor expressly acknowledges and understands that the County will seek other placements, including, but not limited to, other licensed MHRC/IMD/SNF/STP facilities. The County may choose to place all of its clients in Contractor's facility or none of County's clients in Contractor's facility. Upon commencement of Contract, Contractor will be paid for one day in advance. If County chooses not to place anyone in Contractor's facility, Contractor is entitled to retain pre-paid funds as consideration for entering into this Contract. However, if the County does place anyone into Contractor's facility, the first

day of that client's stay will be charged against the pre-paid day. Therefore, County will only be obligated for the number of client days actually used at the rates established herein. There are no oral amendments to this Contract. No County employee has the authority to bind the County by authorizing client days in excess of the limits stated in this Contract.

6. Other Reimbursements.

County shall collect SSI/SSP revenue due to each client pursuant to federal limits. In the event that any such revenue or other reimbursements for services to County's patients are received by Contractor, Contractor shall reduce its claim to County by the amount of such revenue, minus any personal needs allowance which must go to the client.

7. Non-Emergency Discharges.

The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non0emergency the County will pay the daily rate equivalent to that time.

8. Emergency Discharges.

Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the criteria listed in Paragraph 10 of this Exhibit are met. Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48-hour bed hold, unless it is determined that the client will not be returning to the facility.

9. Medi-Cal: Clients' Permanent Residence.

County agrees that resident's Medi-Cal codes remain within his/her county of origin throughout his/her stay at Contractors facility. County agrees not to intentionally recode resident's Medi-Cal county codes to Santa Cruz County. County agrees to promptly take steps to correct any coding error should a Medi-Cal number be recoded through County's conduct in any manner to Santa Cruz County.

10. Bed Hold.

When a client's symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7)-day bed hold. A seven (7)-day bed hold will also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The Behavioral Health Administrator may authorize an extension of the seven days bed hold provided the following criteria are met:

a. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the client a seven-day bed hold. County reserves the right to cancel the seven-day bed hold within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.
b. The Behavioral Health Administrator or designee may authorize an extension of a seven-day bed hold provided for in paragraph (a) within discretion, if there is reasonable cause for Administrator to believe that the client will be released from the heightened level of care within a reasonable time. No bed hold or other expenditures for the client are authorized by this Contract after

the seven-day bed hold has expired unless the Behavioral Health Administrator or designee has notified the Contractor in writing of Administrator's decision to extend the bed hold.

c. The daily rate for paying Contractor under this Contract shall be reduced by $6.65 for any day in which there is a bed hold under the provisions of this section.

11. Billing.

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 30th day of the following calendar month. The invoice shall be itemized, client by client, showing each client's number of client days, the client day rate, and the offsetting revenues from that client (e.g., SSI payment). The invoice shall also contain the client's admission date and previous history of client days, previously applied offsetting revenues, and previous payments made by County. In short, it will be a running total for each client. Each client's account shall commence on a separate page of Contractor's letterhead so that no other client's information can be observed on the invoice.

12. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, as per any special requirements needed by third party payors or federal or state funding agencies. Contractor will provide documentation as per County guidelines, which can be found at

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

13. Payments.

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 the explanation of the nature of the dispute with the payment for the undisputed charges. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

14. Audit Risk.

In the case that Contractor provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

Furthermore, County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment.

15. Withholding Payment.

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

a. 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.

b. 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 or reviews of records in any form of information storage.

c. Contractor has failed to sufficiently itemize or document the itemized invoice.

Contractor's performance, in whole or in part, has not been sufficiently documented, County has the right to withhold payment to the Contractor, when, in the opinion of the County, and expressed in writing to the Contractor.

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 the Board of Supervisors for the County of San Luis Obispo, and that signature shall be the last to sign.

2. Service Date.

a. Services shall commence on or after July 1, 2016 and shall end upon the end of the duration date

b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2016 to the date the Parties are executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2016. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2016.

c. If any services from July 1, 2016 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from the maximum allowed expenditure under Paragraph 1.a of Exhibit B of this contract.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2017, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D or renewed pursuant to Section 4 of this Exhibit.

4. Option to Renew for One Year

By mutual agreement of the County and Contractor, this Contract may be renewed for up to, but no more than, two (2) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal 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 30 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 the 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 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 the 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 applicable laws for the type of services rendered under this Contract. 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 re 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 the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

a. Contractor fails to perform his duties to the satisfaction of the County; or

b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or

c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or

d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

e. Contractor has not, to the satisfaction of the 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.

f. 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 or reviews of records in any form of information storage; or

g. Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

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 the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

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 Independent 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.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

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. 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.

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 the 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 the 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 laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

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.

The 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 the 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, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

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 (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to Contractor at:

Attn: Jeri Allgood
Merced Behavioral Health Center
1255 B Street
Merced, CA 95350

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

16. Inspection Rights.

The Contractor shall allow the County and all other federal, state, and local governmental agencies 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 subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

Contractor shall include a provision granting similar authorization in each of its contracts with any subcontractors.

17. 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.

18. 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.

19. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demánds, 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 the County.

20. 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 the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE.

Coverage should be at least as broad as:

a. **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.

b. **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.

c. **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.

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

d. **Sexual Misconduct Liability, if applicable:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims 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.

e. **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 three (3) years following this Agreement's expiration, termination or cancellation.

f. **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 23 37 forms if later revisions used).

g. **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.

h. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

i. **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.

j. **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.

k. **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.

l. **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.

m. **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.

n. **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.

o. **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.

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

San Luis Obispo County Behavioral Health
Fiscal Department
2180 Johnson Avenue
San Luis Obispo, CA 93401
Attention: Amy Olson, Fiscal Dept, 2nd Floor

21. Nonappropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces it's funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

22. Force Majeure.

Neither the County nor the 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 parties written notice thereof and shall resume performance under this Contract.

23. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

a. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,

b. The Office of Management and Budget (OMB) circulars are available at http://www.whitehouse.gov/omb/circulars.

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

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 years after final payment under the contract.

Additionally, the Contractor shall allow the 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 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, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical 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 years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

25. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the 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 all copies of the information requested. County shall make sole decision whether and how to release information according to law.

26. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, 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 the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

27. 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 ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

29. 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.

30. Delegation of Authority.

The component 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 the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a 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 does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

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 agreement for two (2) one-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 falls within the change order limits of the County's Contracting for Services Policy.

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, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. 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 status or source of funding.

3. Nondiscrimination.

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

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

Contractor 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, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

Contractor will certify, on an annual basis that it has complied with the following elements of this of this Contract:

Exhibit D.26: Conflict of Interest

Exhibit E.6.; Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

Exhibit E.7.; Compliance Plan

Exhibit E.8.; Cultural Competence Plan

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

Contractor will sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with your contract or can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

6. Screening for 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, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Compliance Plan.

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.

Within 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.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor 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)

The Compliance Plan and related training (YouTube video) may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

8. Compliance with County Cultural Competence Plan.

Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural

environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, subcontractors and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, 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)

The Cultural Competence Employee Information Pamphlet may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

The Cultural Competence Plan may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

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

Contractor will 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, the California Medical Information Act, and as required by County.

Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors 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.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor 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)

The Health Information Privacy and Security Policy and Procedure may be found here:
http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Health+Agency+Information+Privacy+and+Security+Policy+and+Procedure+-+For+Contractor+and+Network+Provider+Use.pdf

The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Confidentiality+Agreement+and+4-Page+HIPAA+Primer.pdf

10. 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, Sections14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract

and incorporated by this reference. Any conflict between the terms and conditions of this Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

11. Disclosures

Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor will submit the disclosures described in this section regarding the 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 the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures to be provided:

5% or More Ownership Interest:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the 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;

b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

d. Whether the person (individual or corporation) with an ownership or control interest in the 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) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent 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;

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

f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Conviction of Crimes:

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

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

c. The Contractor shall supply the disclosures before entering into the contract and at any time upon the County's request.

d. Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

The Health Agency Disclosure of Ownership Interest and Conviction of Crimes form can be found at: http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

12. Record keeping and reporting of services.

Contractor shall:

a. 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 without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements

b. 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. 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 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the 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.

13. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provide in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the 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 the 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;

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 the County upon

earlier demand by or in no event later than the termination of the 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 conditions that:

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 the County or by the Contractor for the benefit of the 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 State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services available at http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Contract+Exhibit+G+-+SSA+Information+Security+Requirements.pdf

18. Placement Authority.

County will 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.

19. License Information.

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 and/or permits as are required by state or local law. Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

Contractor is required to comply with DMH Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

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

If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

Contractor agrees to notify the County immediately should Contractor be investigated, charged, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor of a health care offense. Contractor will indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contract or subcontractors.

If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

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 the 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 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 § 11164, et eq. 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. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, 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

23. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. For full text:

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

24. Disclosure of Unusual Incidents.

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

25. Standard for Security Configurations, if applicable.

a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of County. The following security configuration requirements apply: USGCB

c. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

g. The Contractor shall ensure that computers which store PHI and/or PII locally have hard drive encryption installed and enabled.

For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health records

software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this contract.

26. Charitable Choice.

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 the County.

Contractor shall comply by 42 Code of Federal Regulations, Part 54.

a. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance abuse activities. This information must be submitted to the 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 the County and be formatted in a manner prescribed by Department of Healthcare 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 CFR 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 the Agreement.

   c. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, 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 the Agreement.

   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 the Agreement 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 Agreement 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 the Agreement.

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. "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.

      i. Breach excludes:

         a. 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.

b. Any County PHI that has been inadvertently disclosed shall not be further used or disclosed except in compliance with law.

c. 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.

ii. Except as provided in paragraph (a) 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:

a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

b. The unauthorized person who used the PHI or to whom the disclosure was made;

c. Whether the PHI was actually acquired or viewed; and

d. The extent to which the risk to the PHI has been mitigated.

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

d. "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.

e. "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 the Contract.

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 Agreement 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 Agreement.

c. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR 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 Agreement or HIPAA laws.

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

f. Contractor agrees to 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 Agreement to Contractor with respect to such information.

g. 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 CFR § 164.524 or any other provision of the HIPAA laws.

h. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 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.

i. 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 Privacy Rule.

j. Contractor agrees to document any Disclosures of County PHI or 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 CFR § 164.528.

k. 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 the Agreement, 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.

l. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

m. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist.

4. Security Rule.

a. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic County PHI or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

b. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained this Business Associate Agreement.

c. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

5. Breach Discovery and Notification.

a. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

i. 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.

ii. 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.

iii. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

b. Notices shall be sent to the following address:

Anne Robin, LMFT
Behavioral Health Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

c. Contractor's notification shall include, to the extent possible:

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

ii. Any other information that County is required to include in the notification to Individual under 45 CFR §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 CFR § 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 Unsecured 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
5. 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.

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

e. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E 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.

f. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

g. 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 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial report of the Breach to County.

h. 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.

i. 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.

j. Contractor shall train and use reasonable 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 violate any provisions.

6. 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 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

   i. Contractor may use County PHI, if necessary, for the proper management and administration of Contractor.

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

1. The Disclosure is required by law; or
2. 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.

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

b. Contractor may use County PHI, if necessary, to carry out legal responsibilities of Contractor.

c. Contractor may use and disclose County PHI consistent with the minimum necessary policies and procedures of County.

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

7. Obligations of County.

a. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 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 CFR § 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.

8. Business Associate Termination.

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

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

ii. Immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days, provided termination of the Agreement is feasible.

b. Upon termination of the Agreement, 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.

i. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

ii. Contractor shall retain no copies of the PHI.

iii. 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 Agreement 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 Agreement shall survive the termination of the Contract.