

BOS No.  
Infor 11 Contract No.

**AGREEMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Agreement (“Agreement”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and American Medical Response West, a subsidiary of Global Medical Response, Inc. and American Medical Response, Inc., corporations authorized to do business in the State of California (“Contractor”), jointly referred to as “the Parties” herein.

**WHEREAS**, County has entered into agreements with the State of California, Department of Health Care Services (DHCS), to provide mental health services to County of Yolo residents, (i.e., State Performance Agreement and State Managed Care Mental Health Plan (MHP) Agreement, hereinafter collectively referred to as the “State Contracts”); these agreements are incorporated herein by this reference and are available to Contractor at website [www.yolocounty.org/HHSACContracts](http://www.yolocounty.org/HHSACContracts); and

**WHEREAS**, The American Rescue Plan Act of 2021 section 9813 (42 U.S.C. section 1396w–6) allowed states to add qualifying community-based mobile crisis intervention services as a covered Medi-Cal benefit for a five-year period, beginning April 1, 2022, and ending March 31, 2027; and

**WHEREAS**, DHCS as a part of its California Advancing and Innovating Medi-Cal (CalAIM) initiatives amended its State Plan to include community-based mobile crisis intervention services; and

**WHEREAS**, the County as a MHP is responsible for providing Medi-Cal community-based mobile crisis intervention services (Behavioral Health Mobile Crisis Services) to include screening, assessment, stabilization, de-escalation, follow-up, and coordination with healthcare services and other supports; and

**WHEREAS**, on or about December 18, 2023 the County Procurement Manager approved a sole source procurement allowing for Contractor to provide Mental Health Mobile Crisis services thereby, expanding the crisis response services provide to the County by the Contractor; and

**WHEREAS**, Contractor represents and warrants that it is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement; and

**WHEREAS**, Contractor further represents and warrants that neither Contractor, nor any of its officers, agents, employees, partners, contractors, subcontractors, volunteers, or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor’s equity is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, partners, contractors, subcontractors, volunteers or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor’s equity being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Strategic Plan Goals of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>; and

**WHEREAS**, Contractor understands County is relying upon these representations in entering into this Agreement; and

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

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## I. TERM

**A.** The term of this Agreement shall be from **December 31, 2023 through February 28, 2024**, unless sooner terminated as provided in this Agreement. This Agreement may be extended for one (1) additional four (4) month period on the same terms and conditions as set forth in this Agreement upon mutual agreement of both Parties.

**B.** Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

## II. SERVICES

**A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Director.

**B.** Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place, including those found in the State Contracts and any regulatory or sub-regulatory guidance issued by the County, or authorized federal and state government agencies.

**C.** Contractor shall also comply with the terms and conditions set forth in the County's Accounting Handbook for Community Based Organizations (CBOs) and Contract Administration Manual for CBOs (copies of which are available to Contractor here: <https://www.yolocounty.org/business/community-based-organization-cbo-resources>).

## III. COMPENSATION AND PAYMENT TERMS

**A.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

**B. 1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **February 28, 2024**, shall be no greater than **TWO HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$243,420)** specified as follows:

<b>Fiscal Year 2023-24</b> December 31, 2023 through February 28, 2024	<b>Total</b>
\$243,420*	\$243,420

\*Any unspent funding in a fiscal year may be rolled over into future optional extension period. See paragraph B2, below.

**2. Optional Extension:** The Parties may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that the Parties elect to exercise an option, the notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

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<b>Option Period/ Fiscal Year (OP/FY)</b>	<b>Maximum Increased Funding Amount Per OP/FY</b>	<b>Revised Agreement Lifetime Maximum Per OP/FY</b>
February 29, 2023 through June 30, 2024	Less than or equal to \$0-See Rollover language in paragraph B1, above.	Less than or equal to \$243,420

In no event shall the term of the Agreement extend beyond **June 30, 2024**, nor shall the total contract maximum exceed the amount of **TWO HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$243,420)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

C. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

#### IV. OPTIONAL EXTENSION(S) AND AMENDMENT AUTHORITY

A. Director's Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.

B. Procurement Manager's Authority: The Yolo County Procurement Manager ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy.

C. Yolo County Board of Supervisors' Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

#### V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget (not applicable to this Agreement)
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Exhibit G.1 – Contractor Confidentiality Certification
- Exhibit G.2 – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

B. The County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

C. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning

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of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below.

**CONTRACTOR**

DocuSigned by:  
Sean Russell  
EEF86C164FB0400  
Sean Russell, President – Pacific Region  
American Medical Response

Date: 12/29/2023

**COUNTY OF YOLO**

DocuSigned by:  
Tonia Murphy  
9146D66FCD19412  
Tonia Murphy, Procurement Manager  
Department of General Services

Date: 12/29/2023

DocuSigned by:  
Karleen Jakowski  
9685FBA345F0489  
On Behalf of  
Nolan Sullivan, Director  
Health and Human Services Agency

Approved as to Form:  
Phillip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATIONS/HOURS

Services rendered pursuant to this Agreement shall be provided as follows:

#### Locations:

American Medical Response                      Various locations throughout Yolo County  
1041 Fee Drive  
Sacramento, CA 95815

#### Service Hours\*:

Weekdays 8:00 PM – 8:00 AM,

Weekends Friday 8:00 PM to Monday 8:00 AM

\*County reserves the right to modify shift hours, while maintaining 12-hour shifts upon ten (10) days' advanced written notice to the individual listed Exhibit C Notices.

### II. PURPOSE

To provide Behavioral Health Mobile Crisis Response Services, as defined as “Initial Crisis Response” in Behavioral Health Information Notice (BHIN) 23-025

### III. TARGET POPULATION

The target population for Behavioral Health Mobile Crisis Services are eligible Yolo County Medical beneficiaries who are experiencing a mental health and/or substance use disorder crisis (“behavioral health crisis”).

### IV. SERVICES

**A.** Contractor shall coordinate with Yolo County Health and Human Services Agency (HHSA) to provide Behavioral Health Mobile Crisis Response Services, as defined as “Initial Crisis Response” in Behavioral Health Information Notice (BHIN) 23-025. It is understood that Contractor will not employ a Licensed Mental Health Professional (LMHP) or Licensed Practitioner of the Healing Arts (LPHA). Contractor will coordinate with an LMHP or LPHA employed by HHSA while providing an Initial Crisis Response.

**B.** Contractor shall ensure that two Emergency Medical Technicians, Paramedics or Community Paramedics (as defined in BHIN 23-025) are on duty at all times during Service Hours specified in Section I of this Exhibit.

**C.** Contractor shall provide “Initial Crisis Response” Services that include, at a minimum: Mobile Crisis Response; Initial Face-to-Face Crisis Assessment; Crisis Planning; Facilitation of a Warm Handoff (if needed); Referrals to Ongoing Services (if needed); and Follow-Up Check-Ins.

#### 1. Mobile Criss Response

**a.** Contractor shall coordinate with HHSA to engage individuals face-to-face, at the location where the crisis occurs (unless the beneficiary requests to be met in an alternate location in the community) and will provide counseling throughout the encounter to de-escalate the crisis. The goal is not just to determine a needed level of care to which the individual should be referred, but to resolve the situation so a higher level of care is not necessary.

**b.** The mobile crisis response shall include, but is not limited to, the following:

## EXHIBIT A – SCOPE OF SERVICES

- i. Trauma-informed on-site intervention for immediate de-escalation of behavioral health crises;
- ii. Skill development, psychosocial education and initial identification of resources needed to stabilize the beneficiary;
- iii. Immediate coordination with other providers involved in the beneficiary's care;
- iv. Immediate coordination with other crisis receiving and stabilization facilities (e.g., sobering centers, crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, general acute care hospitals, crisis residential treatment programs, etc.); and
- v. Provision of harm reduction interventions, including the administration of naloxone to reverse an opioid overdose, as needed.

### 2. Initial Face-to-Face Crisis Assessment

a. Contractor shall coordinate with HHSA to conduct an initial face-to-face crisis assessment, as defined in BHIN 23-025, which includes the following elements:

- i. Causes leading to the crisis event; including psychiatric, substance abuse, social, familial, legal factors and substance use;
- ii. Safety and risk for the individual and others involved; including lethality assessment;
- iii. Strengths and resources of the person experiencing the crisis, as well as those of family members and other natural supports;
- iv. Recent inpatient hospitalizations and/or any current relationship with a mental health provider;
- v. Medications prescribed as well as information on the individual's compliance with the medication regimen; and
- vi. Medical history as it may relate to the crisis.

### 3. Crisis Planning

a. As appropriate during the mobile crisis services encounter, Contractor shall coordinate with HHSA to engage the beneficiary and their significant support collateral(s), if appropriate, in a crisis planning process to avert future crises.

b. Crisis planning may include, but is not limited to, the following:

- i. Identifying conditions and factors that contribute to a crisis;
- ii. Reviewing alternative ways of responding to such conditions and factors; and
- iii. Identifying steps that the beneficiary and their significant support collateral(s) can take to avert or address a crisis.

c. When appropriate, crisis planning may include the development of a written crisis safety plan. To the extent information is available and appropriate, the written crisis safety plan shall include, but is not limited to, the following:

- i. A review of any immediate threats to the individual's or others' safety and well-being, such as accessible firearms or medications which could be used in a plan for self-harm or harm to others;

## EXHIBIT A – SCOPE OF SERVICES

- ii. Conditions and factors that contribute to a crisis;
- iii. Alternative ways of responding to such conditions and factors;
- iv. Additional skill development and psychosocial education;
- v. A psychiatric advanced directive;
- vi. Short and long-term prevention and strategies and resources the beneficiary can use to avert or address a future crisis, including harm reduction strategies; and
- vii. A copy of the crisis safety plan, if one is developed, shall be provided to the beneficiary and to their significant support collateral(s) if it is feasible and would benefit the beneficiary's treatment.

### 4. Facilitation of a Warm Handoff

a. In some cases, the beneficiary may need to be transported to a higher level of care, such as a sobering center, crisis respite, crisis stabilization unit, psychiatric health facility (PHF), psychiatric inpatient hospital, general acute care hospital, or crisis residential treatment program. If the beneficiary requires further treatment at a higher level of care, Contractor will coordinate with HHSA to connect the beneficiary with the appropriate care option by facilitating a warm handoff.

b. Contractor shall arrange for or provide transportation to effectuate the warm handoff, if needed. Contractor may transport the beneficiary directly to an appropriate level of care. If there are outstanding medical or safety concerns, the mobile crisis team shall coordinate with nonmedical transportation (NMT) providers, EMS, or law enforcement, if necessary, to arrange transportation and ensure the beneficiary is connected with appropriate care. If EMS, NMT, or law enforcement is utilized to transport the beneficiary directly to a higher level of care, Contractor shall remain onsite until the transportation provider arrives. At its discretion, Contractor may have one or more team members accompany the beneficiary inside the vehicle to the higher level of care.

### 5. Referrals to Ongoing Services

a. Contractor shall coordinate with HHSA to ensure that beneficiaries, as appropriate, are referred to available ongoing mental health and/or SUD treatment, community-based supports, social services, and/or other supports to help mitigate the risk of future crises. Contractor shall identify appropriate services and make referrals or appointments during the initial mobile crisis response if appropriate, or as part of follow-up check-ins, as needed.

b. Referral sources may include, but are not limited to, the following:

- i. Primary care providers;
- ii. Outpatient behavioral health treatment providers, including providers that may offer further support with care coordination/case management;
- iii. Prescribers for mental health or SUD medications;
- iv. Indian Health Care Providers;
- v. Providers serving individuals with disabilities, including individuals with I/DD, including but not limited to Regional Centers;

## EXHIBIT A – SCOPE OF SERVICES

- vi. Programs offering Intensive Care Coordination (ICC), Intensive HomeBased Services (IHBS), and Therapeutic Foster Care (TFC) services;
- vii. Crisis receiving and stabilization facilities (e.g., sobering centers, crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, general acute care hospitals, crisis residential treatment programs, etc.);
- viii. Community support and mutual aid groups (e.g., National Alliance on Mental Illness, Alcoholics Anonymous, Narcotics Anonymous, SMART Recovery);
- ix. Care coordination supports identified by the beneficiary’s Managed Care Plan (MCP) or other sources (e.g., Enhanced Care Management (ECM) services); and
- x. Other housing and community supports for assistance with obtaining housing, utility, and rent (e.g., housing shelters and providers to facilitate coordinated entry, places of worship, food pantries, soup kitchens, recreation centers, community centers).

### 6. Follow-Up Check-In

- a. Contractor shall coordinate with HHSA to ensure that beneficiaries receive a follow-up check-in within 72 hours of the initial mobile crisis response. The purpose of the follow-up check-in is to support continued resolution of the crisis, as appropriate, and should include the creation of updates to the beneficiary’s crisis safety plan, or additional referrals to ongoing supports, as needed. If the beneficiary received a referral to ongoing supports during the initial mobile crisis response, as part of follow-up Contractor shall coordinate with HHSA to check on the status of appointments and continue to support scheduling, arrange for transportation, and provide reminders as needed.
- b. Follow-up may be conducted by any mobile crisis team member employed by Contractor or HHSA who meets DHCS’ core training requirements and may be conducted in-person or via telehealth, which includes both synchronous audio-only (e.g., telephone) and video interactions.
- c. Follow-up may be conducted by a mobile crisis team member that did not participate in the initial mobile crisis response. If the mobile crisis team member conducting follow-up is not part of the mobile crisis team that provided the initial crisis response, the individual providing follow-up shall coordinate with the team members that participated in the initial mobile crisis response to gather information on the recent crisis and any other relevant information about the beneficiary.
- d. There may be times when the mobile crisis team is unable to engage the beneficiary in follow-up. Examples include but are not limited to the beneficiary is in inpatient treatment, otherwise incapacitated, unwilling to engage, or cannot be reached despite reasonably diligent efforts. Contractor shall document those instances where the beneficiary cannot be engaged for follow-up.

### 7. Training Requirements

- a. Contractor shall participate in all required trainings as specified by the County, or state and federal governments for Behavioral Health Mobile Crisis providers to the extent such training is not already provided by Contractor.

## **EXHIBIT A – SCOPE OF SERVICES**

- b.** HHSa understands that due to rapid nature with which these services are being started, Contractor shall be given until January 15, 2024 to have completed training requirements for responding personnel.
- c.** Contractor shall ensure that at least one of the two responding personnel have completed all training requirements after January 15, 2024.

**EXHIBIT B – TERMS OF PAYMENT****I. METHOD OF PAYMENT**

**A.** Contractor shall submit a claim/invoice for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.

**B. 1.** Claims/invoices for payment may be submitted to the County in an electronic format. All claims/invoices shall be submitted with any County required supporting documentation accompanying the claim/invoice. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.

**2.** Claims/invoices shall be submitted to:

[HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org) & [Mario.Gallegati@yolocounty.org](mailto:Mario.Gallegati@yolocounty.org).

**C.** County shall pay Contractor at the rate(s) specified below for services that have been provided in accordance with the provision of this Agreement.

<b>Description</b>	<b>Rate/Unit</b>
Behavioral Health Mobile Crisis Hourly Rate	\$212/hour
Staff Training	\$100/hour

**D.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

**E. 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

**2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

**F.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such

## **EXHIBIT B – TERMS OF PAYMENT**

funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.

**G.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**H.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

## EXHIBIT C – TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

**A.** Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

**B.** Employment of persons to services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

**C.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

**D.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

### III. RECORDS, RETENTION, REVIEW, ETC.

**A.** Records include, but are not limited to, the following: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

#### **B. Financial Records**

**1.** Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include, but are not limited to, the following: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

**2.** Contractor shall preserve and make available his/her financial records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

**a.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten years from the date of any resulting final settlement.

## EXHIBIT C – TERMS AND CONDITIONS

**b.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

### **C. Client Records**

**1.** If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

**2.** All client records shall be kept for whichever time period listed below is longer:

**a.** Ten (10) years from the date of last treatment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.

**b.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.

**c.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.

**3.** a minimum of ten (10) years from the patient's date of discharge, if the patient is eighteen (18) years old or older when they are discharged; or

**4.** until the patient's 28th birthday, if the patient was treated and discharged while they were a minor.

**D.** In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of client records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

**E.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**F.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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## EXHIBIT C – TERMS AND CONDITIONS

### IV. REPORTS

**A.** Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

**B. Performance Outcome Measures (POM) Report:** (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

Submit the Performance Outcome Measures electronically via email to: [HHSAQualityManagement@yolocounty.org](mailto:HHSAQualityManagement@yolocounty.org)

**C. Annual Reports: *Equipment Report*** (See Section **VII. OWNERSHIP OF EQUIPMENT**, below)  
Due date: July 31, following the completion of a fiscal year.

### V. AUDITS

**A.** Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time.

**B.** Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for ten (10) years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this Exhibit.)

**C.** Any failure or refusal by Contractor to permit access to records by the County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

**D.** Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

**E.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

**F.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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## EXHIBIT C – TERMS AND CONDITIONS

### VI. PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, state and/or federal government personnel designated by the Director to enter Contractor's premises and ride alongs for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

### VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health). County staff shall provide trainings to Contractor staff.

### VIII. CONFIDENTIALITY, PRIVACY AND SECURITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of client information, including but not limited to California Welfare and Institutions Code sections 5328 et seq., 10850,

## **EXHIBIT C – TERMS AND CONDITIONS**

and 14100 et seq., United States Code Title 42, section 1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, Code of Federal Regulations, Title 45, Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, United States Code, Title 42 section 290dd-2 and Code of Federal Regulations, Title 42, Part 2 (“Part 2 Regulations”); and California Health and Safety Code section 11845.5;

2. the confidentiality requirements of Exhibit F and Exhibit G attached hereto; and
3. the privacy and security requirements of Exhibit H attached hereto.

**B.** The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSA’s clients and program administration.

**C.** County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. The Contractor and County agree to inform all of the employees, agents and subcontracts of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945, or by email at Nolan.Sullivan@yolocounty.org.

### **IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT**

**A.** All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

3. Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

### **X. GRIEVANCES AND DISPUTES**

**A.** Contractor shall report any client grievances in writing to the County within 24 hours. The Parties shall collaborate to resolve and prevent client grievances.

**B.** Any dispute arising between the Parties subsequent to this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor,

## EXHIBIT C – TERMS AND CONDITIONS

Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

### XI. TERMINATION

**A.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**B.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

**C.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**D.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

**E.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

## EXHIBIT C – TERMS AND CONDITIONS

### XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

### XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

### XIV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the

## EXHIBIT C – TERMS AND CONDITIONS

indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

### XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:

a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:

a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).

d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement

## EXHIBIT C – TERMS AND CONDITIONS

or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

**b. Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

**c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

**d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such CGL insurance policy. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

7. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

8. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

**B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with Certificates of Insurance (COIs), endorsements, and declarations reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences.

**C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be

**EXHIBIT C – TERMS AND CONDITIONS**

bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

**E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**XVI. WORKERS' COMPENSATION**

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

**WORKERS’ COMPENSATION CERTIFICATE**

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**XVII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**  
American Medical Response  
1041 Fee Drive  
Sacramento, CA 95815  
Brian Henricksen, Senior Regional

**County:**  
Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**  
[Brian.Henricksen@gmr.net](mailto:Brian.Henricksen@gmr.net)

**County:**  
Contracts Unit: [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)

Contract Administrator: [Mario.Gallegati@yolocounty.org](mailto:Mario.Gallegati@yolocounty.org)

## EXHIBIT C – TERMS AND CONDITIONS

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

### XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

### XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

### XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its

## **EXHIBIT C – TERMS AND CONDITIONS**

principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

**D.** Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

**1.** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

**2.** By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

**b.** Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

**d.** Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**e.** Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

**f.** Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

### **XXI. FALSE CLAIMS ACT**

**A.** The Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

## **EXHIBIT C – TERMS AND CONDITIONS**

**B.** Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

**C.** Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

### **XX. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XXI. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

### **XXII. AMENDMENT**

Except as provided under section IV. of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations set forth in the State contract(s), including any applicable regulations or sub-regulatory guidance; or to reflect any changes to same.

### **XXIII. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXIV. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor

## **EXHIBIT C – TERMS AND CONDITIONS**

to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXV. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**EXHIBIT D – CONTRACT BUDGET**

(Intentionally Omitted)

**EXHIBIT E – HIPAA COMPLIANCE**

**I.** The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.

**II.** Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, Title 45, CFR sections 164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.

**III. Information Security Incidents**

**A.** Contractor shall report, as soon as reasonably practicable, within 24 hours for potential security incidents, as defined in Title 45, CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Title 45, CFR section 164.402, to:

1. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at [alberto.lara@yolocounty.org](mailto:alberto.lara@yolocounty.org) and
2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and
3. Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.org](mailto:Charles.Egbert@yolocounty.org), and
4. Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.org](mailto:HHS.BHCompliance@yolocounty.org).

**B.** Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

**C.** Cooperation: Each party shall cooperate in any investigations of potential information security incidents.

**D.** Isolation of system or device: The system or device affected by an information security incident, and containing County/Contractor confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. The party where the incident took place must contact the other party prior to placing the system or device, containing County/Contractor confidential data, back in operation. The affected system or device, containing County/Contractor confidential data, shall not be returned to operation until the County/Contractor gives its approval.

**E.** Contractor shall protect from unauthorized disclosure names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical

## **EXHIBIT E – HIPAA COMPLIANCE**

information. Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

**F.** Contractor shall not disclose, except as otherwise specifically permitted by state and federal laws and regulations or by this Agreement, any such identifying information to anyone other than the County without prior written authorization from the County or the beneficiary in accordance with state and federal laws.

**G.** For purposes of this Section, identifying information will include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the individual including all 18 HIPAA identifiers.

**IV.** The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – PERFORMANCE MEASURES**

Behavioral Health Mobile Crisis Services		American Medical Response	Brian Henricksen
Program Purpose	Provide rapid response for individuals experiencing a behavioral health (BH) crisis.		
Program Information	Mobile crisis services provide rapid response, individual assessment, and community-based stabilization to Medi-Cal beneficiaries who are experiencing a BH crisis. Mobile crisis services are designed to provide relief to beneficiaries experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. While mobile crisis services are intended to support an integrated approach to responding to both mental health and substance use related crises, and mobile crisis teams will be carrying, trained, and able to administer naloxone, this benefit is not intended to replace emergency medical services for medical emergencies.		
<b>PM1: How much did we do?</b>			
1.1	# of mobile crisis responses		
<b>PM2: How well did we do it?</b>			
2.1	# and % of in-person mobile crisis response incidents in urban Yolo County areas that resulted in an in-person response within one hour of request		
2.2	# and % of in-person mobile crisis response incidents in rural Yolo County areas that resulted in an in-person response within two hours of request		
2.3	# and % of mobile crisis response beneficiaries referred to ongoing BH services		
<b>PM3: Is anyone better off?</b>			
3.1	# and % of mobile crisis response incidents that did not result in hospitalization		
3.2	# and % of mobile crisis response beneficiaries that did not require a mobile crisis response within 30 days		

Performance Measures Reports are due Monthly as follows:

Submit February 29<sup>th</sup> for the period of December 31<sup>st</sup> through January 30<sup>th</sup>  
Submit March 31<sup>st</sup> for the period of January 31<sup>st</sup> through February 29<sup>th</sup>

Contractor shall submit the Performance Outcome Measures report electronically via email to:  
[Mario.Gallegati@yolocounty.org](mailto:Mario.Gallegati@yolocounty.org)

## EXHIBIT G.1 – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this **Exhibit G.1** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT G.2 – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM**

**I hereby acknowledge, by my signature below, that:**

**I understand** the County of Yolo (“the County”) via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

**I understand** if in the course of the provision of services under the Agreement between American Medical Response West and the County for Behavioral Health Mobile Crisis services (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA.

**I understand** my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

**I understand** confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

**I understand** I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

**I understand** County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

**I understand** it would be illegal for me to access computerized client or employee information without authorization of the County.

**I understand** unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between American Medical Response West and the County and may be punishable as a misdemeanor crime.

**I understand** this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with American Medical Response West

**Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer**

(Print) \_\_\_\_\_ Title \_\_\_\_\_

Signature  \_\_\_\_\_ Date: 12/29/2023