

**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 Crestwood Behavioral Health, Inc., a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, County desires to obtain twenty-four (24) hour long term mental health residential and rehabilitative services to County referred adults who are diagnosed with Seriously Mental Illness or co-occurring disorders; and

**WHEREAS**, County has entered into an agreement with the State Department of Health Care Services (DHCS) for the State Performance Agreement (State Agreement No 21-10127) and will be executing an agreement with DHCS for the State Managed Care Mental Health Plan (MHP) (See Exhibit List), collectively referred to herein as the “State Contracts”; and

**WHEREAS**, the State Contracts requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors, including, but not limited to, Contractor, to comply with such terms and conditions; and

**WHEREAS**, on or about April 22, 2025, the County Procurement Manager approved a sole/single source justification letter for these services; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, 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, contractors, subcontractors, volunteers or five percent owners 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 Values of Yolo County, a copy of which can be found at <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

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

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

**I. TERM**

**A.** The term of this Agreement shall be from **July 1, 2025 through June 30, 2028** unless sooner terminated as provided in this Agreement.

**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 Health and Human Services Agency (HHS) Director.
- B.** Contractor shall comply with the applicable provisions of any regulatory or sub-regulatory guidance issued by County or authorized federal and state government agencies as incorporated herein as if fully set forth in this place, including those found in the State Contracts.
- C.** Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (CBOs) and Contract Administration Manual for CBOs, which is incorporated herein by this reference and are available to Contractor on the County’s website at [Community-Based Organization \(CBO\) Resources | Yolo County](#).
- D.** Contractor shall comply with all HHS Behavioral Health Compliance Plans which are incorporated herein by this reference and are available to Contractor on the County’s website at [Behavioral Health Quality Management | Yolo County](#). Contractor may also send an email to HHS Behavioral Health Quality Management at [HHSQualityManagement@yolocounty.gov](mailto:HHSQualityManagement@yolocounty.gov) to obtain a copy of this document.
- E.** County reserves the right to update the documents and related weblink(s) referenced above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement without processing an amendment.

**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 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.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2028**, shall be no greater than **NINE MILLION DOLLARS (\$9,000,000)** specified as follows:

<b>Fiscal Year 2025-26</b> July 1, 2025 through June 30, 2026	<b>Fiscal Year 2026-27</b> July 1, 2026 through June 30, 2027	<b>Fiscal Year 2027-28</b> July 1, 2027 through June 30, 2028	<b>Total</b>
\$3,000,000	\$3,000,000	\$3,000,000	<b>\$9,000,000</b>

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

**IV. COUNTY AUTHORITY**

- A.** HHS Director’s Authority: The HHS Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of this Agreement. The HHS Director may also issue any other general notices regarding the administration of this Agreement.

**B.** County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”), or designee, 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. The Yolo County Procurement Manager, or designee, may also issue termination notices in conformance with Section I. of this Agreement and in Section XI of Exhibit C.

**C.** Yolo County BOS Authority: All other authority related to this Agreement is reserved by the Yolo County BOS.

**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, including:

Exhibit A.1 – Skilled Nursing Facility Services

Exhibit A.2 – Mental Health Rehabilitation Center Services

Exhibit A.3 – Adult Residential Facility Services

Exhibit A.4 – Lanterman-Petris-Short (LPS)/Murphy Conservatee Evaluation Services

Exhibit B – Terms of Payment

Exhibit C – Terms and Conditions

Exhibit D – Facility Locations/Rates

Exhibit E – HIPAA Compliance & Business Associate Agreement Addendum

Exhibit F – Performance Measures

Exhibit G – Contractor Confidentiality Certification

Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

Exhibit I – Mental Health Plan Requirements

Attachment I – DHCS/Yolo State Performance Agreement 21-10127

Attachment II – DHCS/Yolo State Managed Care Mental Health Plan (MHP)

The Parties hereby agree that County may unilaterally amend this Agreement to include the DHCS/Yolo State Managed Care Mental Health Plan Agreement (MHP/Attachment II) once it is fully executed.

**B.** 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 County’s benefit shall prevail.

This Agreement constitutes the entire agreement between 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 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.

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BOS No.  
Infor Contract No.

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

**CONTRACTOR**

**COUNTY OF YOLO**

\_\_\_\_\_  
Elena Mashkevich, Executive Director of Contracts  
Crestwood Behavioral Health, Inc.

\_\_\_\_\_  
Mary Vixie Sandy , Chair  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mónica Morales, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

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

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

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

Contractor shall provide services in accordance with the following provisions.

#### **I. SERVICE LOCATION(S)**

Service locations/facilities are listed in Exhibit D - Facility Locations/Rates to this Agreement with a Class of Skilled Nursing Facility (SNF) or Skilled Nursing Facility with Special Treatment Program (SNF/STP) and they are under the legal entity number 00949. Services rendered pursuant to this Agreement may be provided at one or more of the listed locations/facilities. As needed, and upon County's request, services may also be provided at locations/facilities not listed.

#### **II. PURPOSE**

- A.** To provide 24 hour/day specialty mental health institution for mental disease (IMD) services to County referred clients/members (clients/members) as further set forth in this Exhibit A.1.
- B.** County via HHSA utilizes IMDs operating as SNFs to provide neurobehavioral services for members with Serious Mental Illness (SMI) or co-occurring disorders, many of whom have experienced traumatic brain injuries and require both intensive psychiatric and medical care. These SNFs are licensed by the California Department of Social Services (CDSS) and DHCS. This level of care is essential for members who are too complex for other facility types to accept and who may otherwise be placed in more restrictive and costly environments such as State Hospitals or acute psychiatric settings. SNFs offer a less restrictive and more cost-effective alternative, ensuring continued care for individuals released from State Hospitals without attaining competency, as mandated under California Welfare and Institutions Code and Penal Code sections 1016–1027. Services provided at SNFs include neuropsychological and cognitive assessments, psychotherapy, cognitive training, psychoeducation, and rehabilitation therapy.
- C.** Pursuant to section 1810.222.1 of Title 9 of the California Code of Regulations, an “Institution for Mental Disease” means a hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental disorders, including medical attention, nursing care, and related services. See also: Section 14680, of the California Welfare and Institutions Code and Section 1396d(a) and (i) of Title 42 of the United States Code.

#### **III. TARGET POPULATION**

- A.** Clients/members that are adults with SMI or co-occurring disorders, who require enhanced services due to maladaptive behaviors and as a result, clinically unsuitable for placement into lower levels of care or traditional community programs.
- B.**
  - 1.** Adults with SMI are those that have a “serious mental disorder” as defined under California Welfare and Institutions Code section 5600.3. Pursuant to California Welfare and Institutions Code section 5600.3 a “serious mental disorder” means a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time.
  - 2.** Adults with Severe Substance Use Disorder: A diagnosed substance-related disorder meeting the “severe” diagnostic threshold in the current DSM, defined by the presence of six or more DSM-5 criteria within a 12-month timeframe. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder,

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

developmental disability, or other physical or mental disorder.

3. Members of this target population shall meet all of the following criteria:
  - a. The person has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a substance use disorder, developmental disorder, or acquired traumatic brain injury pursuant to subdivision (a) of Section 4354 unless that person also has a serious mental disorder as defined in section (2), above.
  - b.
    - i. As a result of the mental disorder, the person has substantial functional impairments or symptoms, or a psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having substantial impairments or symptoms.
    - ii. For the purposes of this part, “functional impairment” means being substantially impaired as the result of a mental disorder in independent living, social relationships, vocational skills, or physical condition.
  - c. As a result of a mental functional impairment and circumstances, the person is likely to become so disabled as to require public assistance, services, or entitlements.
4. For the purpose of organizing outreach and treatment options, to the extent resources are available, this target population includes, but is not limited to, persons who are any of the following:
  - a. Homeless persons who have a mental illness.
  - b. Persons evaluated by appropriately licensed persons as requiring care in acute treatment facilities, including state hospitals, acute inpatient facilities, institutes for mental disease, and crisis residential programs.
  - c. Persons arrested or convicted of crimes.
  - d. Persons who require acute treatment as a result of a first episode of mental illness with psychotic features.
  - e. California veterans in need of mental health services and who meet the existing eligibility requirements of this section, regardless of their eligibility for services provided by the United States Department of Veterans Affairs.
  - f. Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.
  - g. Persons who need brief treatment as a result of a natural disaster or severe local emergency.

#### **IV. GRAVELY DISABLED**

**A.** As of January 1, 2026 for County implementation:

1. For the purposes of this Agreement, a client may be admitted or maintained under an LPS conservatorship or hold based on being “gravely disabled” as defined in Welfare and Institutions Code §5008(h), as amended by Senate Bill 43 (2023), which includes inability to provide for food, clothing, shelter, personal safety, or necessary medical care due to a mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health disorder and severe substance use disorder.

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

- 2.** Gravely disabled: means a condition where, as a result of:
  - a.** Mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health and severe SUD, and the person is unable to provide for one or more of the following:
    - i.** food,
    - ii.** clothing,
    - iii.** shelter,
    - iv.** personal safety, or
    - v.** necessary medical care.
  - b.** This expands the prior definition (limited to inability to provide food, clothing, and shelter due to mental disorder).

## **V. SERVICES**

### **A. Contractor shall:**

- 1.** provide therapeutic and rehabilitative services to clients/members with a primary psychiatric illness, who, as a result of their level of functioning, require placement in a secure mental health setting.
- 2.** ensure that clients/members receive continuous supervision and services designed to improve or sustain self-help skills, behavioral adjustment, interpersonal relationships, and alternative placement planning.
- 3.** include ancillary, but not be limited to, medical, nursing, nutrition, social, pharmaceutical, laboratory, and psychiatric services.
- 4.** work closely and collaboratively with County’s Behavioral Health clinicians, Public Guardian staff/Conservator and Behavioral Health Executive leadership.
- 5.** submit doctor’s declarations to the public guardian’s office within three weeks of notification by the public guardian’s office, but no later than 45 days prior to the date of the termination of the conservatorship. These services are included in the daily rates described in Exhibit D.

- B.** Contractor shall have the capability of providing all of the following services. However, services provided to individual clients/members will be dependent upon the client’s/member’s specific needs.

### **C. Mental Health Services:**

**Mental Health Services:** Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the client's goals/desired, results/personal milestones.

- 1.** Assessment is a clinical analysis of the history and current status of the client's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be done within 48 hours of placement into the MHRC facility.
- 2.** Evaluation is an appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

be addressed where appropriate.

3. Collateral is contact with one or more significant support persons in the life of the client that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
4. Therapy is a service activity that may be delivered to a client or group of clients and may include family therapy (when the client is present). Therapeutic interventions are to be consistent with the client's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Therapy should be provided in a culturally relevant manner taking into consideration the client's or group's cultural practices and beliefs.
5. Rehabilitation is a service activity that may include any or all of the following:
  - a. Assistance in restoring or maintaining a client's or group of client's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the client.
  - b. Medication education done within scope of practice of the Provider.
6. Plan Development may include any or all of the following:
  - a. Development of coordination plans, treatment plans or service plans. Client Recovery Plan will be done within 72 hours of placement into a facility.
  - b. Monitoring of the individual's progress.
7. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:
  - a. Evaluation of the need for medication.
  - b. Evaluation of clinical effectiveness and side effects of medication.
  - c. Obtaining informed consent.
  - d. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
8. Crisis Intervention is a quick emergency response service enabling the client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the client's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy.

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## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

#### **D. Rehabilitative Services**

1. Self Help Skills Training - This shall include but not be limited to:
  - a. Personal care and use of medications
  - b. Money Management
  - c. Use of public transportation
  - d. Use of community resources
  - e. Behavior control and impulse control
  - f. Frustration tolerance
  - g. Mental Health education
  - h. Physical fitness
2. Behavior Intervention Training - This shall include but not be limited to:
  - a. Behavior modification modalities
  - b. Motivational interviewing
  - c. Client/member government activities
  - d. Psychoeducational Groups
  - e. Recovery Service Planning
3. Interpersonal Relationships - This shall include but not be limited to:
  - a. Social counseling
  - b. Educational and recreational therapy
  - c. Social activities such as outings, dances, etc.
4. Pre-Vocational Preparation Services - This shall include but not be limited to:
  - a. Homemaking
  - b. Work activity
  - c. Vocational services
5. Pre-Release Planning
  - a. Out-of-home placement
6. A minimum average of 27 hours per week of direct group or individual program services will be provided for each client/member.

#### **E. Levels of Care.** The levels of care are defined as follows:

1. Level 1: At this level, members require minimal supervision and support. They are stable and are actively preparing to transition to a less restrictive, lower level of care.
2. Level 2: Members at this level continue to experience significant impairments, though their behavior tends to be more chronic than acute. They still require intensive programming, supervision, and support.

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

3. Level 3: Members at this level exhibit acute behavioral challenges that may necessitate one-on-one supervision and intensive behavioral interventions. They may also require a high level of nursing care, including enhanced 24/7 nursing support.

#### **F. Medication Storage**

1. Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
  - a. All medications obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
  - b. Medications intended for external use only and food items are stored separately from medications intended for internal use.
  - c. All medications are stored at proper temperatures: room temperature medications at 59-86 degrees Fahrenheit and refrigerated medications at 36-46 degrees Fahrenheit.
  - d. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - e. Medications are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
  - f. A medication log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned medications in a manner consistent with State and Federal laws.
  - g. Policies and procedures are in place for dispensing, administering and storing medications.

- G. Transportation: Contractor must comply with California Code of Regulations, Title 22, Sections 51323, 51151, and 51527 regarding medical transportation services for residents who cannot safely use ordinary means of transportation. The Contractor shall arrange and, if providing directly, supply medical transportation via licensed ambulance, wheelchair van, or litter van when a resident's physical or medical condition renders automotive transport (e.g., taxi or rideshare) inadequate. The choice of transport must be the least costly medical option sufficient to meet the resident's clinical needs.

- H. **Coordination of Care & Discharge Planning:** Federal and State requirements for these services mandate that clients/members be placed in the least restrictive level of care possible. County and Contractor shall discuss and collaborate regarding the level of care determinations. However, the final decision to move a client/member to a higher or lower level of care will be the decision of County's Behavioral Health Director.

1. Contractor shall:
  - a. provide verbal notification to County via phone call at 530-666-8794 within 24 hours when discharge planning begins for any County referred client/member in the facility.
  - b. provide discharged clients/members with all medication and necessary equipment, (e.g. insulin syringes) which the facility has on hand prescribed for that client/member or with enough medication to last the client/member until his/her first outpatient medication appointment.
  - c. coordinate a discharge plan with County for clients/members who are released from Lanterman-Petris-Short (LPS) Conservatorships. The facility will ensure the discharge plan includes minimally a two-week supply of medications. Under doctor's orders, these medications will be provided to qualified persons acting on the behalf of the

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

client/member. These persons may include family, a professional care provider, or County staff.

- d.** take appropriate steps to avoid readmission of clients/members to an acute level of psychiatric care, including ensuring:
  - i.** a facility psychiatrist is on call for as needed medication or medication changes.
  - ii.** facility staff provide crisis intervention services, and.
  - iii.** consulting with County Case Manager and other County staff as needed.
- 2.** The following is a list of discharge criteria.
  - a.** Court ordered discharges.
  - b.** Discharges requested by either the Public or Private conservator.
  - c.** Discharge requested by a voluntary client/member.
  - d.** Discharges that County deems appropriate for one or more of, but not limited to, the following reasons:
    - i.** Client/member is compliant with medication regimen.
    - ii.** Client/member is able to discuss and is involved in the formulation of discharge plans.
    - iii.** Client/member is accepting of outpatient treatment.
    - iv.** Client's/member's level of psychosis or behavior will not hinder client's ability to function at a lower level of care.
    - v.** Client/member has been in treatment in the facility for 3 months or more and has little potential for continued progress, and/or is resistive to treatment at this level of care, and/or treatment and needs can be provided at a lower of care.
    - vi.** Client/member is in need of a higher level of care.
- 3.** County shall determine and provide client/member access to other community based mental health services such as residential treatment centers, drug and alcohol treatment, Board and Care and outpatient mental health treatment at the time of discharge, as appropriate.

## **VI. REQUIREMENTS**

### **A. Contractor shall:**

- 1.** Be certified as a skilled nursing facility under all applicable state laws and regulations, including those found in Title 9 and Title 22 regulations.
- 2.** provide services in conformance with all applicable laws and regulations including but not limited to the definitions in Chapter 11 of Title 9 of the California Code of Regulations sections 1810.200 through 1810.254, including assessment, evaluation, collateral, therapy, rehabilitation, plan development, medication support, service, crisis intervention; and Title 22 of the California Code of Regulations.
- 3.** Inform County within twenty-four (24) hours or appropriate follow up and case planning in the event the need of a County client/member exceed the clinical capacity of Contractor.
- 4.** Coordinate with County to ensure clients/members are placed in the appropriate level of care. See Coordination of Care & Discharge Planning services, below.
- 5.** Within twenty-four (24) hours of their occurrence, inform County regarding unusual events/occurrences (UOEs) involving clients/members including, but not limited to: deaths,

## **EXHIBIT A – SCOPE OF SERVICES**

### **A.1 – Skilled Nursing Facility Services**

elopements, physical injury, physical or sexual abuse, or physical violence causing injury to another person. Contractor shall provide behavioral intervention plans and progress reports when indicated or requested by County. Written completion of the County's UOE form is required within 7 days of the incident, and for sentinel events as defined in County policy 5-9-014, post-event review must be completed and submitted within 30 days of the event.

- 6.** Inform County within twenty-four (24) hours if Contractor is unable to accept a County referred client/member. The basis for the denial is to be supported by Title 22 regulations prohibiting the acceptance into the facility.
  - 7.** Participate in peer review regarding clients/members as County directs.
  - 8.** Perform chart reviews for clients/members on a monthly basis. Reviews shall be conducted by a clinical supervisor. The results of the reviews shall be submitted to County upon request by Director.
  - 9.** Track and report the Performance Outcome Measures (POM) as required in Exhibit F.
  - 10.** Assist County with the Bi-annual Consumer Satisfaction Survey process as specified by DHCS or County.
  - 11.** Conduct monthly utilization reviews (care conference) in partnership with County via HHSA Public Guardian team.
  - 12.** Track and report other Performance Outcome Measures that may be developed in collaboration with County via HHSA.
- B.** The primary treatment goals at Contractor's facilities under the terms and conditions of this agreement are:
- 1.** To modify a client's/member's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client/member to live in a less restrictive, more independent setting.
  - 2.** To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
  - 3.** At request of County, Contractor shall consult with County's Medical Director on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients/members to less restrictive levels of care in a timely manner.

**EXHIBIT A – SCOPE OF SERVICES**  
**A.2 – Mental Health Rehabilitation Center Services**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATION(S)**

Service locations/facilities are listed in Exhibit D to this Agreement with Mental Health Rehabilitation Centers (MHRCs) and they are under the legal entity number 00949. Services rendered pursuant to this Agreement may be provided at one or more of the listed locations/facilities. As needed, and upon County's request, services may also be provided at locations/facilities not listed.

**II. PURPOSE**

- A.** To provide 24 hour/day specialty mental health treatment services in an MHRC to County referred clients/members (clients/members) as further set forth in this Exhibit A.2. Some MHRCs are designated as Institution for Mental Disease (IMDs), offering services to individuals with severe and persistent behavioral health conditions whose functional impairments prevent them from being supported in licensed board-and-care facilities. Pursuant to section 1810.222.1 of Title 9 of the California Code of Regulations, an “Institution for Mental Disease” means a hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental disorders, including medical attention, nursing care, and related services. See also: Section 14680, of the California Welfare and Institutions Code and Section 1396d(a) and (i) of Title 42 of the United States Code.
- B.** County via HHSa utilizes MHRCs serve as appropriate placements for individuals who are high utilizers of acute psychiatric hospital services. These facilities provide continued stabilization and structured treatment as a step-down from inpatient psychiatric care. MHRCs deliver comprehensive, organized therapeutic programming, which may include skill-building activities, small therapeutic groups, individual recovery service planning physical and recreational activities, and supervised outings such as day passes and special events. These interventions are designed to improve daily living and social skills, ultimately preparing individuals for transition to less restrictive environments, such as licensed board-and-care facilities with enhanced services. Placement in MHRCs offers a clinically appropriate level of care and is often more cost-effective than alternative treatment options.

**III. TARGET POPULATION**

- A.** Clients/members that are adults aged 18 and older with SMI or co-occurring disorders, who require enhanced services due to maladaptive behaviors and as a result, clinically unsuitable for placement into lower levels of care or traditional community programs.
- B. 1.** Adults with SMI are those that have a “serious mental disorder” as defined under California Welfare and Institutions Code section 5600.3. Pursuant to California Welfare and Institutions Code section 5600.3 a “serious mental disorder” means a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time.
- 2.** Adults with Severe Substance Use Disorder: A diagnosed substance-related disorder meeting the “severe” diagnostic threshold in the current DSM, defined by the presence of six or more DSM-5 criteria within a 12-month timeframe. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder,

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developmental disability, or other physical or mental disorder.

3. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder, developmental disability, or other physical or mental disorder.
4. Members of this target population shall meet all of the following criteria:
  - a. The person has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a substance use disorder, developmental disorder, or acquired traumatic brain injury.
  - b.
    - i. As a result of the mental disorder, the person has substantial functional impairments or symptoms, or a psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having substantial impairments or symptoms.
    - ii. For the purposes of this part, “functional impairment” means being substantially impaired as the result of a mental disorder in independent living, social relationships, vocational skills, or physical condition.
  - c. As a result of a mental functional impairment and circumstances, the person is likely to become so disabled as to require public assistance, services, or entitlements.
5. For the purpose of organizing outreach and treatment options, to the extent resources are available, this target population includes, but is not limited to, persons who are any of the following:
  - a. Homeless persons who have a mental illness.
  - b. Persons evaluated by appropriately licensed persons as requiring care in acute treatment facilities, including state hospitals, acute inpatient facilities, institutes for mental disease, and crisis residential programs.
  - c. Persons arrested or convicted of crimes.
  - d. Persons who require acute treatment as a result of a first episode of mental illness with psychotic features.
  - e. California veterans in need of mental health services and who meet the existing eligibility requirements of this section, regardless of their eligibility for services provided by the United States Department of Veterans Affairs.
  - f. Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.
  - g. Persons who need brief treatment as a result of a natural disaster or severe local emergency.

**IV. GRAVELY DISABLED**

**A.** As of January 1, 2026 for County implementation:

1. For the purposes of this Agreement, a client may be admitted or maintained under an LPS conservatorship or hold based on being “gravely disabled” as defined in Welfare and

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Institutions Code §5008(h), as amended by Senate Bill 43 (2023), which includes inability to provide for food, clothing, shelter, personal safety, or necessary medical care due to a mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health disorder and severe substance use disorder.

2. Gravely disabled: means a condition where, as a result of:
  - a. Mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health and severe SUD, and the person is unable to provide for one or more of the following:
    - i. food,
    - ii. clothing,
    - iii. shelter,
    - iv. personal safety, or
    - v. necessary medical care.
  - b. This expands the prior definition (limited to inability to provide food, clothing, and shelter due to mental disorder).

**V. SERVICES**

**A. Contractor shall:**

1. provide therapeutic and rehabilitative services to clients/members with a primary psychiatric illness, who, as a result of their level of functioning, require placement in a secure mental health setting.
2. ensure that clients/members receive continuous supervision and services designed to improve or sustain self-help skills, behavioral adjustment, interpersonal relationships, and alternative placement planning.
3. include ancillary, but not be limited to, medical, nursing, nutrition, social, pharmaceutical, laboratory, and psychiatric services.
4. work closely and collaboratively with County’s Behavioral Health clinicians, Public Guardian staff/Conservator and Behavioral Health Executive leadership.
5. submit doctor’s declarations to the public guardian’s office within three weeks of notification by the public guardian’s office, but no later than 45 days prior to the date of the termination of the conservatorship. These services are included in the daily rates described in Exhibit D.

**B.** Contractor shall have the capability of providing all of the following services. However, services provided to individual clients/members will be dependent upon the client’s/member’s specific needs.

**C. Mental Health Services:**

Mental Health Services: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the client's goals/desired, results/personal milestones.

1. Assessment is a clinical analysis of the history and current status of the client's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial

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clinical assessment will be done within 48 hours of placement into the MHRC facility.

2. Evaluation is an appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.
3. Collateral is contact with one or more significant support persons in the life of the client that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
4. Program staff will provide individual recovery service planning, which may include family involvement when the client is present and has consented. Therapeutic interventions are to be consistent with the client's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Recovery Service Planning should be provided in a culturally relevant manner taking into consideration the client's or group's cultural practices and beliefs.
5. Rehabilitation is a service activity that may include any or all of the following:
  - a. Assistance in restoring or maintaining a client's or group of client's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the client.
  - b. Medication education done within scope of practice of the provider.
6. Plan Development may include any or all of the following:
  - a. Development of coordination plans, treatment plans or service plans. The written individual service plan will be done within 30 days following admission in alignment with 9 CCR § 786.15(a).
  - b. Monitoring of the individual's progress. Staff and member must review the plan at least monthly, and document such reviews. The plan itself must be reviewed and updated at least quarterly, summarizing progress, re-evaluating needs, goals, objects, and the plan's success. The member should be present, and the family may attend if the member agrees, in alignment with 9 CCR § 786.15(c), 9 CCR § 786.15(d), (d)(1)–(2).
7. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:
  - a. Evaluation of the need for medication.
  - b. Evaluation of clinical effectiveness and side effects of medication.
  - c. Obtaining informed consent.
  - d. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
8. Crisis Intervention is a quick emergency response service enabling the client to cope with a

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crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the client's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy.

**D. Rehabilitative Services**

1. Self Help Skills Training - This shall include but not be limited to:
  - a. Personal care and use of medications
  - b. Money Management
  - c. Use of public transportation
  - d. Use of community resources
  - e. Behavior control and impulse control
  - f. Frustration tolerance
  - g. Mental Health education
  - h. Physical fitness
2. Behavior Intervention Training - This shall include but not be limited to:
  - a. Behavior modification modalities
  - b. Motivational interviewing
  - c. Client/member government activities
  - d. Psychoeducational Groups
  - e. Individual Recovery Service Planning
3. Interpersonal Relationships - This shall include but not be limited to:
  - a. Peer Support Groups
  - b. Educational and recreational therapy
  - c. Social activities such as outings, dances, etc.
4. Pre-Vocational Preparation Services - This shall include but not be limited to:
  - a. Homemaking
  - b. Work activity
  - c. Vocational services
5. Pre-Release Planning
  - a. Out-of-home placement
6. A minimum average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client will be provided for each client/member.

**E. Levels of Care.** The levels of care are defined as follows:

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### **A.2 – Mental Health Rehabilitation Center Services**

1. Level 1: Members at this level exhibit acute behavioral challenges that may necessitate one-on-one supervision and intensive behavioral interventions. They may also require a high level of nursing care, including enhanced 24/7 nursing support.
2. Level 2: Members at this level continue to experience significant impairments, though their behavior tends to be more chronic than acute. They still require intensive programming, supervision, and support.
3. Level 3: At this level, members require minimal supervision and support. They are stable and are actively preparing to transition to a less restrictive, lower level of care.

### **F. Medication Storage**

1. Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
  - a. All medications obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
  - b. Medications intended for external use only and food items are stored separately from medications intended for internal use.
  - c. All medications are stored at proper temperatures: room temperature medications at 59-86 degrees Fahrenheit and refrigerated medications at 36-46 degrees Fahrenheit.
  - d. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - e. Medications are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
  - f. A medication log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned medications in a manner consistent with State and Federal laws.
  - g. Policies and procedures are in place for dispensing, administering and storing medications.

**G. Transportation:** Contractor must comply with California Code of Regulations, Title 9, Sections 784.24, 784.25, 785.00 regarding medical transportation services for residents who cannot safely use ordinary means of transportation. The Contractor shall arrange and, if providing directly, supply medical transportation via licensed ambulance, wheelchair van, or litter van when a resident's physical or medical condition renders automotive transport (e.g., taxi or rideshare) inadequate. The choice of transport must be the least costly medical option sufficient to meet the resident's clinical needs.

**H. Coordination of Care & Discharge Planning:** Federal and State requirements for these services mandate that clients/members be placed in the least restrictive level of care possible. County and Contractor shall discuss and collaborate regarding the level of care determinations. However, the final decision to move a client/member to a higher or lower level of care will be the decision of County's Behavioral Health Director.

1. Contractor shall:
  - a. provide verbal notification to County via phone call at 530-666-8794 within 24 hours when discharge planning begins for any County referred client/member in the facility.
  - b. provide discharged clients/members with all medication and necessary equipment, (e.g. insulin syringes) which the facility has on hand prescribed for that client/member or with



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### **A.2 – Mental Health Rehabilitation Center Services**

rehabilitation, plan development, medication support, service, crisis intervention.

3. Inform County within twenty-four (24) hours or appropriate follow up and case planning in the event the needs of a County client/member exceed the clinical capacity of Contractor.
  4. Coordinate with County to ensure clients/members are placed in the appropriate level of care. See Coordination of Care & Discharge Planning services, below.
  5. Within twenty-four (24) hours of their occurrence, inform County regarding events/occurrences (UOEs) involving clients/members including, but not limited to: deaths, elopements, physical injury, physical or sexual abuse, or physical violence causing injury to another person. Contractor shall provide behavioral intervention plans and progress reports when indicated or requested by County. Written completion of the County's UOE form is required within 7 days of the incident, and for sentinel events as defined in County policy 5-9-014, post event review must be completed and submitted within 30 days of event.
  6. Inform County within twenty-four (24) hours if Contractor is unable to accept a County referred client/member. The basis for the denial is to be supported by Title 9 regulations prohibiting the acceptance into the facility.
  7. Participate in peer review regarding clients/members as County directs.
  8. Perform chart reviews for clients/members on a monthly basis. Reviews shall be conducted by a clinical supervisor. The results of the reviews shall be submitted to County upon request by Director.
  9. Track and report the Performance Outcome Measures (POM) as required in Exhibit F.
  10. Assist County with the Bi-annual Consumer Satisfaction Survey process as specified by DHCS or County.
  11. Conduct monthly utilization reviews (care conference) in partnership with County via HHSAs Public Guardian team.
  12. Track and report other Performance Outcome Measures that may be developed in collaboration with County via HHSAs.
- B.** The primary treatment goals at Contractor's facilities under the terms and conditions of this agreement are:
1. To modify a client's/member's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client/member to live in a less restrictive, more independent setting.
  2. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
  3. At request of County, Contractor shall consult with County's Medical Director on the proper dosage and administration of appropriate medications to reduce the lengths of stay in in order to transition clients/members to less restrictive levels of care in a timely manner.

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**A.3 – Adult Residential Treatment Facility Services**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATION(S)**

Service locations/facilities are listed in Exhibit D to this Agreement with a Class of Adult Residential Facility (ARF) or and they are under the legal entity number 00949. Services rendered pursuant to this Agreement may be provided at one or more of the listed locations/facilities. As needed, and upon County's request, services may also be provided at locations/facilities not listed.

**II. PURPOSE**

- A.** To provide 24 hour/day specialty mental health Adult Residential Treatment Services at ARFs to County referred clients/members (clients/members) as further set forth in this Exhibit A.3
- B.** ARFs are non-medical facilities that provide 24-hour care and supervision to adults, typically between the ages of 18 and 59, who have a mental, physical, or developmental disability and require assistance with activities of daily living. These facilities offer services like room and board, meals, medication management, and assistance with personal care tasks such as bathing and dressing. ARFs are licensed and regulated by the CDSS Community Care Licensing Division.

**III. TARGET POPULATION**

- A.** Clients/members that are adults with SMI or co-occurring disorders, who require enhanced services due to maladaptive behaviors and as a result, clinically unsuitable for placement into lower levels of care or traditional community programs.
- B.**
  - 1.** Adults with SMI are those that have a “serious mental disorder” as defined under California Code section 5600.3 a “serious mental disorder” means a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. Welfare and Institutions Code section 5600.3. Pursuant to California Welfare and Institutions
  - 2.** Adults with Severe Substance Use Disorder: A diagnosed substance-related disorder meeting the “severe” diagnostic threshold in the current DSM, defined by the presence of six or more DSM-5 criteria within a 12-month timeframe. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder, developmental disability, or other physical or mental disorder.
  - 3.** Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder, developmental disability, or other physical or mental disorder.
  - 4.** Members of this target population shall meet all of the following criteria:
    - a.** The person has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders. other than a substance use disorder, developmental disorder, or acquired traumatic brain injury, pursuant to Welfare and Institutions Code (WIC) Section 4354(a) — unless the person also has a serious mental disorder as defined in subsection (2) above.

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**A.3 – Adult Residential Treatment Facility Services**

- b.** As a result of the mental disorder, the person has substantial functional impairments or symptoms, or a psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having substantial impairments or symptoms.
  - i.** For the purposes of this part, “functional impairment” means being substantially impaired as the result of a mental disorder in independent living, social relationships, vocational skills, or physical condition.
  - ii.** As a result of a mental functional impairment and circumstances, the person is likely to become so disabled as to require public assistance, services, or entitlements.
- 5.** For the purpose of organizing outreach and treatment options, to the extent resources are available, this target population includes, but is not limited to, persons who are any of the following:
  - a.** Homeless persons who have a mental illness.
  - b.** Persons evaluated by appropriately licensed persons as requiring care in acute treatment facilities, including state hospitals, acute inpatient facilities, institutes for mental disease, and crisis residential programs.
  - c.** Persons arrested or convicted of crimes.
  - d.** Persons who require acute treatment as a result of a first episode of mental illness with psychotic features.
  - e.** California veterans in need of mental health services and who meet the existing eligibility requirements of this section, regardless of their eligibility for services provided by the United States Department of Veterans Affairs.
  - f.** Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.
  - g.** Persons who need brief treatment as a result of a natural disaster or severe local emergency.

**IV. GRAVELY DISABLED**

**A.** As of January 1, 2026 for County implementation:

- 1.** For the purposes of this Agreement, a client may be admitted or maintained under an LPS conservatorship or hold based on being “gravely disabled” as defined in Welfare and Institutions Code §5008(h), as amended by Senate Bill 43 (2023), which includes inability to provide for food, clothing, shelter, personal safety, or necessary medical care due to a mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health disorder and severe substance use disorder.
- 2.** Gravely disabled: means a condition where, as a result of:
  - a.** Mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health and severe SUD, and the person is unable to provide for one or more of the following:
    - i.** food,
    - ii.** clothing,
    - iii.** shelter,

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- iv. personal safety, or
- v. necessary medical care.

- b. This expands the prior definition (limited to inability to provide food, clothing, and shelter due to mental disorder).

**V. SERVICES**

**A. Contractor shall:**

1. provide therapeutic and rehabilitative services to clients/members with a primary psychiatric illness, who, as a result of their level of functioning, require placement in a secure mental health setting.
2. ensure that clients/members receive continuous supervision and rehabilitation services designed to improve or sustain self-help skills, behavioral adjustment, interpersonal relationships, and alternative placement planning.
3. include ancillary, but not be limited to, medical, nursing, nutrition, social, pharmaceutical, laboratory, and psychiatric services.
4. work closely and collaboratively with County’s Behavioral Health clinicians, Public Guardian staff/Conservator and Behavioral Health Executive leadership.
5. submit doctor’s declarations to the public guardian’s office within three weeks of notification by the public guardian’s office, but no later than 45 days prior to the date of the termination of the conservatorship. These services are included in the daily rates described in Exhibit D.

**6. Key aspects of ARFs include:**

- a. Non-Medical care by providing supportive care rather than medical treatment.
- b. 24-hour supervision providing residents with continuous care and supervision to ensure their safety and well-being.
- c. Assistance with Activities of Daily Living (ADLs) like bathing, dressing, meal preparation, eating and housekeeping.
- d. Medication management by providing medication distribution, routines and reminders.
- e. Behavioral support by offering guidance and supervision for individuals with mental and or developmental disabilities to help members manage daily challenges.
- f. Homelike environment is provided to create a setting that promotes independence while providing necessary support.

**B. Mental Health Services:**

Mental Health Services: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the client's goals/desired, results/personal milestones.

1. Assessment is a clinical analysis of the history and current status of the client's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical

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assessment will be done within 48 hours of placement into the MHRC facility.

2. Evaluation is an appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.
3. Collateral is contact with one or more significant support persons in the life of the client that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
4. Program staff will provide individual recovery service planning, which may include family involvement when the client is present and has consented. Therapeutic interventions are to be consistent with the client's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Recovery service planning should be provided in a culturally relevant manner taking into consideration the client's or group's cultural practices and beliefs.
5. Rehabilitation is a service activity that may include any or all of the following:
  - a. Assistance in restoring or maintaining a client's or group of client's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the client.
  - b. Medication education done within scope of practice of the provider.
6. Plan Development may include any or all of the following:
  - a. Development of coordination plans, treatment plans or service plans. Client Recovery Plan will be done within 72 hours of placement into a facility.
  - b. Monitoring of the individual's progress.
7. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which have been prescribed by a staff person, within the scope of practice of his/her profession. Contractor shall ensure that clients have access to the following services:
  - a. Evaluation of the need for medication.
  - b. Evaluation of clinical effectiveness and side effects of medication.
  - c. Obtaining informed consent.
  - d. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
8. Crisis Intervention is a quick emergency response service enabling the client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the client's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation,

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Collateral and Therapy.

**C. Rehabilitative Services**

1. Self Help Skills Training - This shall include but not be limited to:
  - a. Personal care and use of medications
  - b. Money Management
  - c. Use of public transportation
  - d. Use of community resources
  - e. Behavior control and impulse control
  - f. Frustration tolerance
  - g. Mental Health education
  - h. Physical fitness
2. Behavior Intervention Training - This shall include but not be limited to:
  - a. Behavior modification modalities
  - b. Motivational interviewing
  - c. Client/member government activities
  - d. Psychoeducation Group
  - e. Individual Recovery Service Planning
3. Interpersonal Relationships - This shall include but not be limited to:
  - a. Peer Support Services
  - b. Educational and recreational therapy
  - c. Social activities such as outings, dances, etc.
4. Pre-Vocational Preparation Services - This shall include but not be limited to:
  - a. Homemaking
  - b. Work activity
  - c. Vocational services
5. Pre-Release Planning
  - a. Out-of-home placement
6. Adult Residential Facilities will provide t group or individual program services for each client/member.

**D. Medication Storage**

1. Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
  - a. All medications obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
  - b. Medications intended for external use only and food items are stored separately from

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medications intended for internal use.

- c.** All medications are stored at proper temperatures: room temperature medications at 59-86 degrees Fahrenheit and refrigerated medications at 36-46 degrees Fahrenheit.
  - d.** Medications are stored in a locked area with access limited to those personnel authorized to administer medication.
  - e.** Medications are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
  - f.** A medication log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned medications in a manner consistent with State and Federal laws.
  - g.** Policies and procedures are in place for dispensing, administering and storing medications.
- E.** Coordination of Care & Discharge Planning: Federal and State requirements for these services mandate that clients/members be placed in the least restrictive level of care possible. County and Contractor shall discuss and collaborate regarding the level of care determinations. However, the final decision to move a client/member to a higher or lower level of care will be the decision of County's Behavioral Health Director.
- 1.** Contractor shall:
    - a.** provide verbal notification to County via phone call at 530-666-8794 within 24 hours when discharge planning begins for any County referred client/member in the facility.
    - b.** provide discharged clients/members with all medication and necessary equipment, (e.g. insulin syringes) which the facility has on hand prescribed for that client/member or with enough medication to last the client/member until his/her first outpatient medication appointment.
    - c.** coordinate a discharge plan with County for clients/members who are released from LPS Conservatorships. The facility will ensure the discharge plan includes minimally a two-week supply of medications. Under doctor's orders, these medications will be provided to qualified persons acting in the behalf of the client/member. These persons may include family, a professional care provider, or County staff.
    - d.** take appropriate steps to avoid readmission of clients/members to an acute level of psychiatric care, including ensuring client has access to the following prior to discharge:
      - i.** access to a psychiatrist is for as needed medication or medication changes.
      - ii.** facility staff provide crisis intervention services, and.
      - iii.** consulting with County Case Manager and other County staff as needed.
  - 2.** The following is a list of discharge criteria.
    - a.** Court ordered discharges.
    - b.** Discharges requested by either the Public or Private conservator.
    - c.** Discharge requested by a voluntary client/member.
    - d.** Discharges that County deems appropriate for one or more of, but not limited to, the following reasons:
      - i.** Client/member is compliant with medication regimen.
      - ii.** Client/member is able to discuss and is involved in the formulation of discharge plans.

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- iii. Client/member is accepting of outpatient treatment.
  - iv. Client's/member's level of psychosis or behavior will not hinder client's ability to function at a lower level of care.
  - v. Client/member has been in treatment in the facility for 3 months or more and has little potential for continued progress, and/or is resistive to treatment at this level of care, and/or treatment and needs can be provided at a lower of care.
  - vi. Client/member is in need of a higher level of care.
3. County shall determine and provide client/member access to other community based mental health services such as residential treatment centers, drug and alcohol treatment, Board and Care and outpatient mental health treatment at the time of discharge, as appropriate.

**VI. REQUIREMENTS**

**A. Contractor shall:**

- 1. Be certified and licensed as an ARF or SRF and under all applicable state laws and regulations, including those found in Title 9 and 22 regulations.
- 2. provide services in conformance with all applicable laws and regulations including but not limited to the definitions in Chapter 11 of Title 9 of the California Code of Regulations sections 1810.200 through 1810.254, including assessment, evaluation, collateral, therapy, rehabilitation, plan development, medication support, service, crisis intervention.
- 3. Inform County within twenty-four (24) hours or appropriate follow up and case planning in the event the needs of a County client/member exceed the clinical capacity of Contractor.
- 4. Coordinate with County to ensure clients/members are placed in the appropriate level of care. See Coordination of Care & Discharge Planning services, below.
- 5. Within twenty-four (24) hours of their occurrence, inform County regarding unusual events/occurrences (UOEs) involving clients/members including, but not limited to: deaths, elopements, physical injury, physical or sexual abuse, or physical violence causing injury to another person. Contractor shall provide behavioral intervention plans and progress reports when indicated or requested by County. Written completion of the County's UOE form is required within 7 days of the incident, and for sentinel events as defined in County policy 5-9-014, post-event review must be completed and submitted within 30 days of the event.
- 6. Inform County within twenty-four (24) hours if Contractor is unable to accept a County referred client/member. The basis for the denial is to be supported by Title 22 regulations prohibiting the acceptance into the facility.
- 7. Participate in peer review regarding clients/members as County directs.
- 8. Perform chart reviews for clients/members on a monthly basis. Reviews shall be conducted by a clinical supervisor. The results of the reviews shall be submitted to County upon request by Director.
- 9. Track and report the Performance Outcome Measures (POM) as required in Exhibit F.
- 10. Assist County with the Bi-annual Consumer Satisfaction Survey process as specified by DHCS or County.
- 11. Conduct monthly utilization reviews (care conference) in partnership with County via HHS

**EXHIBIT A – SCOPE OF SERVICES**  
**A.3 – Adult Residential Treatment Facility Services**

Public Guardian team.

12. Track and report other Performance Outcome Measures that may be developed in collaboration with County via HHS.A.
- B.** The primary treatment goals at Contractor’s facilities under the terms and conditions of this agreement are:
1. To modify a client’s/member’s dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client/member to live in a less restrictive, more independent setting.
  2. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
  3. At request of County, Contractor shall consult with County’s Medical Director on the proper dosage and administration of appropriate medications to reduce the lengths of stay in in order to transition clients/members to less restrictive levels of care in a timely manner.

**EXHIBIT A – SCOPE OF SERVICES**  
**A.4 – LPS/Murphy Conservatee Evaluation Services**

**I. SERVICES**

Contractor shall provide services in accordance with the following provisions.

**A. Annual Reassessment of Conservatees:**

1. Each member placed by the County under an LPS (Lanterman-Petris-Short or Murphy Conservatorship) shall be reassessed annually by a qualified Physician, Psychiatrist, or Psychologist. The clinician shall complete a written affidavit that addresses the following:
  - a. Whether the conservatee continues to meet the criteria for grave disability due to a mental disorder or severe substance use disorder (as of January 1, 2026), meaning they are unable to provide for their basic needs of food, clothing, and shelter without supervision or support.
  - b. Whether the conservatee has been found mentally incompetent pursuant to Penal Code Section 1370.
  - c. Where the conservatee is capable of or willing to accept psychiatric treatment voluntarily, and if not, the most clinically appropriate level of placement.
  - d. A clinical recommendation identifying which legal rights the conservatee should retain and which should remain revoked, in accordance with Welfare and Institutions Code Section 5357.

**II. LOCATION**

- A. In most cases, the annual reassessment and completion of the LPS affidavit shall be conducted at the client’s current Institution for Mental Disease (IMD) or other locked treatment setting, such as a:
  1. Skilled Nursing Facility (SNF) with LPS designation, or
  2. Mental Health Rehabilitation Center (MHRC)

**III. GRAVELY DISABLED**

**A. As of January 1, 2026 for County implementation:**

1. For the purposes of this Agreement, a client may be admitted or maintained under an LPS conservatorship or hold based on being “gravely disabled” as defined in Welfare and Institutions Code §5008(h), as amended by Senate Bill 43 (2023), which includes inability to provide for food, clothing, shelter, personal safety, or necessary medical care due to a mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health disorder and severe substance use disorder.
2. Gravely disabled: means a condition where, as a result of:
  - a. Mental health disorder, chronic alcoholism, severe substance use disorder, or a co-occurring mental health and severe SUD, and the person is unable to provide for one or more of the following:
    - i. food,
    - ii. clothing,
    - iii. shelter,
    - iv. personal safety, or
    - v. necessary medical care.

**EXHIBIT A – SCOPE OF SERVICES**  
**A.4 – LPS/Murphy Conservatee Evaluation Services**

- b.** This expands the prior definition (limited to inability to provide food, clothing, and shelter due to mental disorder).

**IV. REQUIREMENTS:**

- A.** These assessments shall be in coordination and collaboration with Yolo County HHS Behavioral Health, the Public Guardian and treatment providers to support the annual court review process required for ongoing LPS conservatorship.

## EXHIBIT B – TERMS OF PAYMENT

### I. METHOD OF PAYMENT

- A.** Contractor shall submit a claim/invoice for payment to 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 shall be submitted to County in an electronic format on a form approved by County. At a minimum, claim/invoice shall include service location, practitioner, and service code. Any County required supporting documentation, shall accompany the claim/invoice. County required supporting documentation shall include but not be limited to: written authorization for services, daily transactions certified by the individual service providers, progress notes, actual units of time and units of service, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), explanation of benefits by other health care carrier, times sheets labor distribution, general-ledger printouts, costs per line item, AVATAR Client/member Template Form (if Contractor does not have access to AVATAR). If a claim/invoice or the supporting documentation contains confidential client/member information, the submission must be encrypted for transmission.
- 2.** Claims/invoices shall be submitted to [HHSa-BHClaims@yolocounty.gov](mailto:HHSa-BHClaims@yolocounty.gov) and [Joni.Lara-Jimenez@yolocounty.gov](mailto:Joni.Lara-Jimenez@yolocounty.gov).
- 3.** County reserves the right to update or change the email addresses provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.
- C. 1.** County shall pay Contractor, corresponding to each of the Scope of Services at the rates for services specified in Exhibit D of this Agreement, that have been authorized and provided in accordance with the provisions of this Agreement.
- 2.** The use of the codes specified in Exhibit D of this Agreement are subject to change in accordance with changes in Federal State and County guidance.
- 3.** Maximum Daily Rate for services provided may be increased by up to 4 % per year in FY 26-27, 27-28, based on Crestwood's documented operating needs and subject to approval by County.
- D.** In the event that 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 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 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 HHSa 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.

## **EXHIBIT B – TERMS OF PAYMENT**

**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 County for any balance due based on a payment plan negotiated with and approved by the HHSA 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, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, County's receipt of such 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/members in the event that 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 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 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. 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 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.** 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.

**C.** 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.

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

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

**A.** Records include, but are not limited to: financial and client/member 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, client/member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients/members.

#### **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, complete client/member 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 five 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/Member Records**

**1.** If applicable, Contractor shall maintain adequate client/member records for each client/member, 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/member plan, records of client/member interviews, and records of all services provided. Contractor shall follow all applicable Skilled Nursing Facility (SNF) standards for documentation, as well as documentation requirements as outlined in DHCS Behavioral Health Information Notice (BHIN) 23-068 when applicable. 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 client/members with access to their patient healthcare records in compliance with all applicable Federal, State, and County regulations.

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

- i.** 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 (i) or (ii) below.
- ii.** 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 years from the date of any resulting final settlement.
- iii.** 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 (10) year period, whichever is later.
- iv.** a minimum of ten (10) years from the client/member's date of discharge, if the client/member is eighteen (18) years old or older when they are discharged; or
- v.** until the client/member's 28th birthday, if the client/member was treated and discharged while they were a minor; or
- vi.** if the client/member was pregnant at the time of treatment, client/member's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client/member was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client/member record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client/member record.

**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/members and for County to take possession of client/member records. All records shall be made available to County in an electronic format readable by 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 any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said

**EXHIBIT C – TERMS AND CONDITIONS**

records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

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

**IV. REPORTS**

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by the HHS A 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 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 HHS A Director

**A. Program Reports**

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

Contractor shall maintain data and reports of performance outcome measures. Contractor shall make these data and reports available to County, as specified in Exhibit F, Performance Measures.

**2. Quarterly Contract Utilization Reports**

Contractor shall track and report all claims/invoices sent and payments received under this Agreement for the periods of July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30. Each quarterly report shall be due by the 15<sup>th</sup> of the month following the close of the quarter. In the event the agreement is terminated early the final report shall be due within 15 days of the termination.

Submit the Contract Expenditures reports electronically via email to [Joni.Lara-Jimenez@yolocounty.gov](mailto:Joni.Lara-Jimenez@yolocounty.gov) and [Sajana.Budhathoki@yolocounty.gov](mailto:Sajana.Budhathoki@yolocounty.gov).

**3.** Contractor shall track and report all grievances and appeals as required by DHCS Information Notice (IN) 25-014. A grievance report shall be submitted to County on a quarterly basis in the format specified by both the County and DHCS. The report shall be submitted electronically via email to: [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov).

**4.** County reserves the right to update or change the email addresses provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

**B. Other Annual Reports**

**1.** Equipment Report (See Section IX., below)

Due date: July 31, following the completion of a fiscal year

**2.** Certified Audited Financial Reports (see Section V., below)

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination.

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## EXHIBIT C – TERMS AND CONDITIONS

3. Other Annual Reports shall be sent to:  
Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Fiscal

County reserves the right to update mailing address provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

### V. AUDITS

**A.** Contractor shall allow 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 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 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 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.** If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend one million dollars (\$1,000,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2024 Revision) and provided in a form satisfactory to the HHS Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period and are made available to the State and/or County upon request.

## EXHIBIT C – TERMS AND CONDITIONS

**F.** 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.

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

### 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 HHS Director to enter Contractor's premises 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 HHS 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 County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable, 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 providers and professionals which enable that system, agency, or those professional and 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 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. At a minimum Contractor must be able to provide services in County's threshold languages of English, Spanish and Russian.

**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).

## EXHIBIT C – TERMS AND CONDITIONS

### 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/member information, including but not limited to California Welfare and Institutions Code sections 5328 et seq., 10850, 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; and
2. any additional laws and regulations pertaining to confidentiality of client/member information that County, or authorized state and/or federal government shall so specify; and
3. the privacy and security requirements of Exhibit E attached hereto; and
4. the confidentiality requirements of Exhibit G and 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 HHSAs’ clients/members and program administration.

C. The Parties 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. Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

D. 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 the HHSAs Director immediately by email at [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov). County reserves the right to update or change the phone number or email address(es) provided in this section via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

### 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 County, and Contractor agrees to deliver and assign the foregoing to 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 County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

B. 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

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

## EXHIBIT C – TERMS AND CONDITIONS

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 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. DISPUTES

Any dispute arising under this Agreement other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), shall be decided by the County Administrative Officer (CAO) 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 CAO shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County BOS. 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 BOS 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 CAO's decision. The decision of the County BOS 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, 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 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 County, the State and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from the State and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which event County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant this Agreement. If County terminates the Agreement pursuant to this subparagraph, County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the HHS 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, County may terminate this Agreement by giving ten (10) days advance written notice thereof to 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,

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

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 HHS 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 County shall remain the sole and exclusive property of 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 County without the express written permission of the HHS Director.

### **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 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 BOS or the CAO. 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 County 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 by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

## EXHIBIT C – TERMS AND CONDITIONS

liable.

**C.** 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.

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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall

## EXHIBIT C – TERMS AND CONDITIONS

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 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 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 thirty (30) days’ 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 insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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 “per occurrence” basis unless County Risk Manager specifically consents in writing to 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. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

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

**8.** 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.

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

**10.** For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers, as Additional Insureds. 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 original policies or endorsements 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. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**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. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement, including, but not limited to, the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Additionally, any Medical Provider Subcontractors retained by Contractor shall be required to maintain their own professional liability insurance of \$1,000,000 per occurrence, \$3 million annual aggregate. All Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under this Agreement. Subcontractors further agree to include these same provisions with any Sub-subcontractors. A copy of this Agreement shall be furnished to all Subcontractors upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance, and the required endorsements, prior to commencement of any work. Contractor shall provide proof of compliance for all Subcontractors 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). Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements for all Subcontractors. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**E.** Contractor and all Subcontractors 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 County in a form substantially set forth below.

**EXHIBIT C – TERMS AND CONDITIONS**

**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 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:

<b>Contractor:</b> Crestwood Behavioral Health, Inc. 530 Capital Mall, Suite 800 Sacramento, CA 95817 Attn: Elena Mashkevich, Executive Director of Contracts	<b>County:</b> Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Attn: HHSA Director
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**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:

<b>Contractor:</b> <a href="mailto:elena.mashkevich@cbhi.net">elena.mashkevich@cbhi.net</a> and <a href="mailto:contractBH@cbhi.net">contractBH@cbhi.net</a>	<b>County:</b> Contracts Unit <a href="mailto:HHSAContracts@yolocounty.gov">HHSAContracts@yolocounty.gov</a> Contract Administrator <a href="mailto:Joni.Lara-Jimenez@yolocounty.gov">Joni.Lara-Jimenez@yolocounty.gov</a>
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**C.** Any party may change the person, 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 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 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 County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees

**EXHIBIT C – TERMS AND CONDITIONS**

of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against 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 County in any capacity whatsoever as an agent or to bind 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 government program(s).

**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 government program(s) 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 annually.

**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 government program(s). 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 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 government program(s).

**D.** Contractor shall provide County information as requested by the HHS 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 government program(s).

**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 government program(s).

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## EXHIBIT C – TERMS AND CONDITIONS

### F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, 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, 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.
  - 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

- A. 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 Contractor’s actions pertaining to this Agreement.
- B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of 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 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 County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

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

### **XXII. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit 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.

### **XXIII. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should 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, nor shall it 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 Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XXIV. AMENDMENT**

This Agreement may be amended only by written instrument signed by County and Contractor; provided, however, that County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations that may be imposed upon County by the Federal or State government including those set forth in the State Contract(s), any applicable regulations or sub-regulatory guidance or changes to same; or amendments to the State Contract(s). See section IV. of the Agreement regarding specific amendment authority and County authority to exercise optional extensions.

### **XXV. WAIVER**

The waiver by County or any of its officers, agents, or employees, or the failure of 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.

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

### **XXVII. 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 – FACILITY LOCATIONS/RATES**

**I. Rates effective July 1, 2025**

**A. SNF/STPs**

The reimbursement rates for skilled nursing facilities (SNFs) are established by DHCS and are subject to change. If the rates are modified by DHCS during the term of this Agreement, Contractor shall be reimbursed at the modified rate, effective the date of the rate change as established and published by DHCS. Reimbursement to Contractor at the modified rates will not require an amendment to this Agreement.

<b>Crestwood Wellness &amp; Recovery Center IMD (1122)</b>		
3062 Churn Creek Road Redding, CA 96002 NPI #1194743088		
		Provider #: <b>0042</b> , Service program #: <b>8023</b>
Class: SNF/STP – Skilled Nursing Facility with Special Treatment Program		
<b>Population Age 18 and older</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
Room and Board/ Per Diem	\$367	0530-unlocked SNF 0535-locked
<b>Patch/ Enhancement</b>		
Level 1	\$63	0536 0536P, if enhanced only
Level 2	\$81	
Level 3	\$146	
Level 4	Negotiated	
<b>Description</b>	<b>Patch/ Enhancement</b>	<b>Service Code</b>
Private Room (add on)	\$367	0536
1:1 Supervision (add on per hour)	\$32	0536P, if enhanced only

<b>Crestwood Manor SNF/STP (1104)</b>		
1130 Monaco Court Stockton, CA 95207-6704 NPI #1730128174		
		Provider #: <b>57AJ</b> Service program #: <b>8025</b>
Class: SNF/STP		
<b>Population Age 18 and older</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
	Medi-Cal Published Rate	
<b>Patch/Enhancement</b>		
Level 1	\$74	0536-locked 0536P, if enhanced only
Level 2	\$108	
Level 3	\$145	
Level 4	Negotiated	
<b>Description</b>	<b>Patch/Enhancement</b>	<b>Service Code</b>
Private Room* (add on)	Medi-Cal Published Rate	0536
1:1 Supervision (add on per hour)	\$32	0536P, if enhanced only

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**EXHIBIT D – FACILITY LOCATIONS/RATES**

<b>Crestwood Manor – Modesto SNF/STP (1112)</b>		
1400 Celeste Drive Modesto, CA 95355 NPI #1508884487		
		Provider #: <b>57BG</b> , Service program #: <b>8111</b>
<b>Class: SNF- SNP/STP</b>		
<b>Population Age 18 and older</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
	Medi-Cal Published Rate	
	<b>Patch/Enhancement</b>	
Level 1	\$74	0536-locked 0536P, if enhanced only
Level 2	\$108	
Level 3	\$145	
Level 4	Negotiated	
<b>Description</b>	<b>Patch Enhancement</b>	<b>Service Code</b>
Private Room* (add on)	Medi-Cal Published Rate	0536-locked
1:1 Supervision (add on per hour) Level 2	\$32	0536P, if enhanced only

<b>Crestwood Manor – Fremont SNF/STP (1134)</b>		
4303 Stevenson Blvd Fremont, CA 94538 NPI #1902828403		
		Provider #: <b>57BW</b> , Service program #: <b>CWB-05-500</b>
<b>Class: SNF- SNP/STP</b>		
<b>Population Age 18 and older</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
	Medi-Cal Published Rate	
	<b>Patch/ Enhancement</b>	
Level 1	\$74	0536 -locked 0536P, if enhanced only
Level 2	\$119	
Level 3	\$172	
Level 4	Negotiated	
<b>Description</b>	<b>Patch/ Enhancement</b>	<b>Service Code</b>
Private Room* (add on)	Medi-Cal Published Rate	0536- locked
1:1 Supervision (add on per hour)	\$32	0536P, if enhanced only

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**EXHIBIT D – FACILITY LOCATIONS/RATES**

<b>Crestwood Treatment Center SNF (1120)</b> 2171 Mowry Avenue Fremont, CA 94538-1717 NPI #1942228838		Provider #: <b>57AH</b> , Service program #: <b>CWB-05-100</b>
<b>Class: SNF</b>		
<b>Rate-Medi-Cal Published Rate</b>	<b>Service Code</b>	
<b>Patch/Enhancement</b>		
\$173	0530	
Private Room* (add on)	Medi-Cal Published Rate	
1:1 Supervision (add on per hour)	\$32	

\*Private Room add-on for SNF/SNF/STP: The Private Room rate is the Medi-Cal Published rate. It is in addition to the current Care Level rate and shall be listed separately on the invoice.

**B. MHRCs**

<b>Crestwood Center – Sacramento MHRC (1106)</b> 2600 Stockton Blvd Sacramento, CA 95817-2210 NPI #1356411656		Provider #: <b>57A2</b> , Service program #: <b>8034</b>
<b>Class: MHRC-Mental Health Rehabilitation Center</b>		
<b>Description</b>	<b>Rates</b>	<b>Service Code</b>
Level 1	\$436	0590
Level 2	\$396	0590A
Level 3	\$359	
Private Room** (add on)	\$359	
1:1 Supervision (add on per hour)	\$32	

<b>Crestwood Recovery Behavioral Health Center – San Jose MHRC 1107</b> 1425 Fruitdale Avenue San Jose, CA 95128 NPI #1376623256		Provider #: <b>57AI</b> , Service program #: <b>8024</b>
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
<b>Description</b>	<b>Rates</b>	<b>Service Code</b>
Level 1	\$475	0590
Level 2	\$381	0590A
Level 3	\$371	
Private Room* (add on)	\$371	
1:1 Supervision (add on per hour)	\$32	

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**EXHIBIT D – FACILITY LOCATIONS/RATES**

<b>Crestwood Recovery &amp; Rehabilitation Center - Vallejo MHRC (1141)</b>		
115 Oddstad Drive Vallejo, CA 94589 NPI #1508935834		
		Provider #: 57CA, Service program #: 8215
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
Level 1	\$440	590
Level 2	\$374	
Level 3	\$330	
Private Room** (add on)	\$330	
1:1 Supervision (add on per hour)	\$32	

<b>Crestwood C.E.N.T.E.R - Angwin MHRC – (1116)</b>		
256 Pine Breeze Drive Angwin, CA 94508-9620 NPI #1316024953		
		Provider #: 57AF Service program #: 8020
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
Level 1	\$427	0590
Level 2	\$341	0590A
Level 3	\$288	0590P
Private Room** (add on)	\$288	
1:1 Supervision (add on per hour)	\$32	

<b>Crestwood Behavioral Health Center- Eureka MHRC (1110)</b>		
2370 Buhne Street Eureka, CA 95501 NPI # 1124046008		
		Provider #: 57AG, Service Program #: 8021
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
<b>Rate</b>	<b>Service Code</b>	
\$378	0590 0590A	
Private Room** (add on)      \$378		
1:1 Supervision (add on per hour)      \$32		

<b>Crestwood Fallbrook Healing Center MHRC – (1167)</b>		
624 East Elder Avenue Fallbrook, CA 92028 NPI #1639738297		
		Provider #: 57AF Service program #: 8020
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
<b>Description</b>	<b>Rate</b>	<b>Service Code</b>
Level 1	\$545	0590
Level 2	\$468	0590A
Level 3	\$389	0590P
Private Room** (add on)	\$389	
1:1 Supervision (add on per hour)	\$32	

**EXHIBIT D – FACILITY LOCATIONS/RATES**

<b>Crestwood Champion Healing Center MHRC – (1170)</b>		
303 S. C Street Lompoc, CA 93436 NPI #1487282273		
		Provider #: <b>57AF</b> Service program #: <b>8020</b>
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
Description	Rate	Service Code
Level 1	\$597	0590
Level 2	\$505	0590A
Level 3	\$419	0590P
Private Room** (add on)	\$419	
1:1 Supervision (add on per hour)	\$32	

<b>Crestwood Behavioral Health Center, Bakersfield MHRC – (1115)</b>		
36700 Eucalyptus Drive, Ste. A Bakersfield, CA 93306 NPI #1275610800		
		Provider #: <b>57AF</b> Service program #: <b>8020</b>
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
Description	Rate	Service Code
Level 1	\$438	0590
Level 2	\$397	0590A
Level 3	\$359	0590P
Level (1:1)	\$782	
Private Room** (add on)	\$359	

<b>Kingsburg Healing Center MHRC – (1140)</b>		
1200 Smith Street Kingsburg, CA 93631 NPI #1073989661		
		Provider #: <b>57AF</b> Service program #: <b>8020</b>
<b>Class: MHRC- Mental Health Rehabilitation Center</b>		
Description	Rate	Service Code
Level 1	\$548	0590
Level 2	\$485	0590A
Level 3	\$412	0590P
Private Room** (add on)	\$412	
1:1 Supervision (add on per hour)	\$32	

\*\*Private Room add-on for MHRC: The Private Room rate is the Facility’s lowest level base rate. It is in addition to the current level of stay rate and shall be listed separately on the invoice.

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**EXHIBIT D – FACILITY LOCATIONS/RATES**

**C. Social Rehabilitation Facility**

<b>Crestwood Eureka-Pathways ARF (1125)</b> 2370 Buhne St Eureka, CA 95501 NPI #1811374564                      Provider # 57DJ Service Program #8214 Facility #12680361	
<b>Class:</b> Social Rehabilitation Facility, <b>MHBT 160204</b>	
<b>Description</b>	<b>Rate</b>
Patch Enhancement	\$248

<b>Crestwood Bridge Program - Bakersfield ARF (1137)</b> 6744 Eucalyptus Drive Bakersfield, CA 93306 NPI #1265501597                      Provider # Pending Service Program #8214	
<b>Class:</b> Social Rehabilitation Facility, <b>MHBT 160204</b>	
<b>Description</b>	<b>Rate</b>
Patch Enhancement	\$258

**D. ARF**

<b>Crestwood Solano Our House (1136)</b> 2201 Tuolumne Street Vallejo, CA 94589-2524 NPI #1750452199                      Provider #: 57B3, Service program #: 8214	
<b>Class:</b> ARF- Adult Residential Programs	
<b>Patch/Enhancement</b>	<b>Service Code</b>
\$189	0565

<b>American River Residential Services (1139)</b> 4741 Engle Road Carmichael, CA 95608-2223 NPI #1104905645                      Provider #: 57AU, Service program #: CWB-05-050	
<b>Class:</b> ARF -Adult Residential Programs	
<b>Patch/Enhancement</b>	<b>Service Code</b>
\$193	0565

**E. RCFE**

<b>Crestwood Hope Center - Vallejo RCFE (1152)</b> 115 Oddstad Drive Vallejo, CA 94589 NPI #1962702324                      Provider # Pending Service Program #8214	
<b>Class:</b> Residential Care Facility for the Elderly, <b>MHBT 160204</b>	
<b>Description</b>	<b>Rate</b>
Patch Enhancement	\$193

**E. Other Rates**

1. For the Scope of Services, A.4, County shall pay as follows:

**EXHIBIT D – FACILITY LOCATIONS/RATES**

- a. LPS evaluations/affidavits completed at any Crestwood facility for Yolo County conserved clients/members at the below rate(s):

**LPS evaluation/affidavits: up to \$200.00 per evaluation**

- 2. For evaluation and treatment of clients/members by a psychiatrist no more than two (2) times per month at the Crestwood Center locations in Angwin, CA, and Sacramento, CA, the Crestwood Recovery and Rehabilitation located in Vallejo, CA and the Crestwood Manor located in Stockton, CA at the following rate(s):

<b>Initial Evaluation and Treatment:</b>	<b>\$125.00 per client/member</b>
<b>Additional Evaluation and Treatment:</b>	<b>\$95.00 per client/member</b>

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

- I. The County and Contractor intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the 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 thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code section 290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.
- II. Contractor has reviewed the Yolo County Health and Human Services Agency (HHS) Behavioral Health Compliance Plans, available to the Contractor at [Behavioral Health Quality Management | Yolo County](#) and which are incorporated herein.
- III. In order to be in compliance with the aforementioned laws and regulations, Contractor and County hereby enter into this Business Associate Agreement Addendum with is attached to and incorporated into the Agreement.

### BUSINESS ASSOCIATE AGREEMENT ADDENDUM

#### RECITALS

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 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 thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws.
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.
  - (a) Business Associate. “Business Associate” shall mean the party with whom the County of Yolo (“the County”) is contracting or Contractor, as referenced above.
  - (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.
  - (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A-Scope of Services of the Underlying Agreement as specifically requested by the County that may

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

Except as otherwise specified herein, Contractor will be given access to the County's Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County's AVATAR Practitioner ID enrollment process. Contractor agrees to abide by all County policies and procedures regarding AVATAR. Contractor may only access AVATAR and make use of it in order to perform its obligations under the Underlying Agreement between the parties.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.

### 2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.

(b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.

(c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.

(d) Report, as soon as reasonably practicable, and within ninety-six (96) hours following investigation for security incidents, as defined in 45 CFR section 164.304, and within seventy-two (72) hour following investigation for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

- (i) Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov); and
- (ii) Lee Gerney, County's Information Security Officer - Chief Technology Officer at [Lee.Gerney@yolocounty.gov](mailto:Lee.Gerney@yolocounty.gov); and
- (iii) Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and
- (iv) Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHSA.BHCompliance@yolocounty.gov](mailto:HHSA.BHCompliance@yolocounty.gov).

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

the underlying Agreement or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure than any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

### 3. Obligations of Covered Entity.

Covered Entity shall:

(a) Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.

(b) Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) Not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

### 4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

### 5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the Parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

**EXHIBIT F – PERFORMANCE MEASURES**

<b>Adult Inpatient MH Services: IMD/MHRC</b>		<b>Crestwood Behavioral Health, Inc.</b>	<b>Elena Mashkevich</b>
Program Purpose	To provide licensed residential IMD or MHRC placements for adult Yolo County client/members with serious mental illness (SMI) or co-occurring disorder, to improve client/member functioning and support re-integrate back into the community.		
Program Information	Contractor provides 24-hour care and clinical services in a residential setting for Yolo County SMI or co-occurring disorder, client/member with the eventual goal of a return to community-based placements, whenever possible.		
<b>PM1: How much did we do?</b>			
1.1	# of unduplicated Yolo County client/members served quarterly (broken down by age, gender, race/ethnicity, veterans-status, and disability-status).		
1.2	Total # of bed days utilized yearly by Yolo County client/members.		
<b>PM2: How well did we do it?</b>			
2.1	Average length of Yolo County client/member stay (in days) at facility in the past year.		
2.2	# and % of Yolo County client/members who returned to the community within 6 months of facility admission.		
2.3	# and % of Yolo County client/members who returned to the community within 12 months of facility admission.		
<b>PM3: Is anyone better off?</b>			
3.1	# and % of Yolo County client/members discharged from the facility to a lower level of care from the facility in the last year. (HSA responsibility)		
3.2	# and % of Yolo County client/members who experience one or fewer acute psychiatric hospital stays during the placement at the facility in the last year.		

**A. Performance Measures Reports are due quarterly as follows:**

- Submit October 30th for the period of July 1<sup>st</sup> through September 30<sup>th</sup>
- Submit January 31st for the period of October 1<sup>st</sup> through December 31<sup>st</sup>
- Submit April 30th for the period of January 1<sup>st</sup> through March 31<sup>st</sup>
- Submit July 31st for the period of April 1<sup>st</sup> through June 30<sup>th</sup>

**B. Contractor shall submit the Performance Outcome Measures report electronically via email to**

[Joni.Lara-Jimenez@yolocounty.gov](mailto:Joni.Lara-Jimenez@yolocounty.gov) and [Sajana.Budhathoki@yolocounty.gov](mailto:Sajana.Budhathoki@yolocounty.gov).

County reserves the right to update or change the staff names and/or email addresses provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

## EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION

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

**A.** Contractor understands that County via HHSA provides sensitive services and other services to client/members 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/member/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** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT H – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS  
CONFIDENTIALITY CERTIFICATION FORM**

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

**I understand** the County of Yolo (“County”) via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to client/members 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 Crestwood Behavioral Health, Inc and County for twenty-four (24) hour long term mental health residential and rehabilitative 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/member 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/member or employee information without authorization of County.

**I understand** unauthorized access or disclosure of client/member information, or any other confidential or proprietary information from 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 Crestwood Behavioral Health, Inc and 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 Crestwood Behavioral Health, Inc.

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT I – MENTAL HEALTH PLAN REQUIREMENTS

### I. MEMBER ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a member is a Yolo County resident and member, track authorizations, and include only those service units with authorized daily transactions together with the member's name for those units eligible for reimbursement. If a member is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

### III. MEMBER RIGHTS

- A. Contractor, or any delegate performing the covenants of Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.
- B. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, "Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.
- C. Contractor's beneficiary problem resolution processes shall also comply with the State Contract.
- D. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.
- E. Contractor shall distribute the following informational materials to all members entering County mental health system at the time of intake.
  - 1. Yolo County Behavioral Health Member Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
  - 2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number 01-07.
  - 3. If applicable, Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
  - 4. County Provider Directory.

Contractor may also send an email to Health and Human Services Agency (HHS)A)-Behavioral Health Quality Management at [HHSQualityManagement@yolocounty.gov](mailto:HHSQualityManagement@yolocounty.gov) to obtain copies of any of these documents.

- F. Contractor shall post County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem

## EXHIBIT I – MENTAL HEALTH PLAN REQUIREMENTS

resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

- G. Grievances and appeals shall be resolved through County’s beneficiary problem resolution processes, or Contractor’s comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust Contractor’s processes prior to using County’s beneficiary problem resolution processes.
- H.
  - 1. Contractor shall keep a log of all grievances and appeals, which shall contain
    - a. Beneficiary’s name
    - b. Grievant or Appellant’s Name, if different
    - c. Date of receipt of grievance or appeal
    - d. Nature of the problem
    - e. Final disposition of the problem or documented reason why there is not a final disposition of the problem
    - f. The date the decision was given to the beneficiary and to grievant or appellant, if different.
  - 2. Contractor shall forward the above information regarding any grievance to County as it occurs.
  - 3. County shall provide Contractor with samples of the materials required by the provisions of this Section. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

### VIII. PROGRAM INTEGRITY

- A. **Compliance Program:** Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:
  - 1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contract, and all applicable Federal and State requirements.
  - 2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contract, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
  - 3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contract, and all applicable Federal and State requirements.
  - 4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contract, and all applicable Federal and State requirements.
  - 5. Effective lines of communication between the CO and the organization's employees.
  - 6. Enforcement of standards through well-publicized disciplinary guidelines.

## EXHIBIT I – MENTAL HEALTH PLAN REQUIREMENTS

7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contract, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

### **B. Fraud Reporting Requirements**

1. Contractor shall implement and maintain arrangements or procedure designed to detect and prevent fraud, waste and abuse that include prompt reporting to County about the following:
  - a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
  - b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
  - c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
  - d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)
2. For the purposes of this Section, prompt reporting means within 5 business days and to the HHS Behavioral Health Compliance Office via email to [HHSABHCompliance@yolocounty.gov](mailto:HHSABHCompliance@yolocounty.gov). Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.
3. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed
4. Contractor shall implement and maintain written policies for all employees of Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)
5. Contractor shall implement and maintain arrangements or procedures that include provision for Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

- C. Service Verification:** Pursuant to 42 C.F.R. § 438.608(a)(5), Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

## **EXHIBIT I – MENTAL HEALTH PLAN REQUIREMENTS**

### **D. Required Disclosures**

1. As delineated in Paragraph E below, Contractor shall submit to County, for Contractor’s organization, including its managing employees, agents, and individual providers, information regarding:
  - a. five percent (5%) or more ownership interest;
  - b. persons convicted of crimes;
  - c. business transactions
2. County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a five percent (5%) or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.
3. County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a five percent (5%) or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person’s involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

### **E. Contractor shall prepare and submit a “Provider Disclosure Statement” to County as follows:**

1. Disclosures of five percent (5%) or More Ownership Interest:
  - a. Information regarding the Disclosures of five percent (5%) or More Ownership Interest must be provided to the Yolo County Health and Human Services Agency (“HHS”):
    - i. before entering into a contract with HHS and then annually thereafter;
    - ii. before renewing a contract with HHS and then annually thereafter;
    - iii. within thirty-five (35) days after any change in Contractor’s ownership;
    - iv. upon request of HHS, County, or the California Department of Health Care Services (“DHCS”);
  - b. The following information must be included:
    - i. Name and address of any person (individual or corporation) with 5% ownership/controlling interest in Contractor. Corporate entities must include primary business address, every business location and P.O. Box address (if applicable).
    - ii. Date of birth and Social Security Number (in the case of an individual)
    - iii. Tax Identification Number (in the case of a corporation)
    - iv. Whether the person (individual or corporation) with an ownership or control interest in Contractor is related (as a spouse, parent, child, or sibling) to another person with a five percent (5%) or more interest ownership or control interest in the same or any other HHS contracted provider;
    - v. Name of any other disclosing entity (such as a fiscal agent) in which the provider has controlling interest; and
    - vi. Name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (contractor)
    - vii. Identify the preparer of the Provider Disclosure Statement, including the printed name and title of the person who is submitting the information on behalf of Contractor, their signature, and date.

## EXHIBIT I – MENTAL HEALTH PLAN REQUIREMENTS

**viii.** Any person with a five percent (5%) or more direct or indirect ownership interest in Contractor or a network provider must submit a set of fingerprints to County.

**c.** Information regarding the Disclosures of five percent (5%) or More Ownership Interest shall be emailed to [HHSA.BHCompliance@yolocounty.gov](mailto:HHSA.BHCompliance@yolocounty.gov) and [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov).

### 2. Disclosures Related to Persons Convicted of Crimes:

**a.** Information regarding the Disclosures Related to Persons (network providers' owners, persons with controlling interest, agents, and managing employees') Convicted of Crimes must be provided HHSA:

- i.** before entering into a contract with County;
- ii.** at any time upon County's or State's request.

**b.** The following information must be included:

- i.** The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs.
- ii.** The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.

**c.** Information regarding the Disclosures Related to Persons Convicted of Crimes shall be emailed to [HHSA.BHCompliance@yolocounty.gov](mailto:HHSA.BHCompliance@yolocounty.gov) and [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov).

### 3. Disclosures Related to Business Transactions:

**a.** Information regarding the Disclosures Related to Business Transactions must be provided:

- i.** within thirty-five (35) days, upon request of HHSA, County, or DHCS.

**b.** The following information must be included:

- i.** The ownership of any entity with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- ii.** Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.

**c.** Information regarding the Disclosures Related to Business Transactions shall be emailed to [HHSA.BHCompliance@yolocounty.gov](mailto:HHSA.BHCompliance@yolocounty.gov) and [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov).

**IX.** County reserves the right to update or change the staff names and/or email addresses provided in this exhibit via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

ST 7719 (REV. 01/2020)

AGREEMENT NUMBER <b>21-10127</b>	AMENDMENT NUMBER
-------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of Yolo		2. FEDERAL ID NUMBER 94-6060548
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services	4. DIVISION, BUREAU, OR OTHER UNIT Community Services Division	5. AGENCY BILLING CODE 085110
6a. CONTRACT ANALYST NAME Raymond Ng	6b. EMAIL raymond.ng@dhs.ca.gov	7a. PHONE NUMBER (916) 552-8006
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number)		
PRIOR CONTRACTOR NAME County of Yolo		PRIOR AGREEMENT NUMBER 18-95289 A01

8. BRIEF DESCRIPTION OF SERVICES  
Contractor shall provide Behavioral Health Services and shall administer the Mental Health Services Act, Lanterman-Petris-Shore (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronze-R-McConnydale Act according to the attached agreement.

9. AGREEMENT OUTLINE (include reason for Agreement; identify specific problem, administrative requirement, program need or other circumstances making agreement necessary; include special or unusual terms and conditions)  
Services provided through Welfare & Institutions, Division 9 Public Social Services, Part 5, Aid and Medical Assistance Chapter 8.9, Transition of Community-Based Mental Health (147014726).

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11181-11182; Welf. & Inst. Code, §§ 5614, 5717, subcl. (b), 5851, subcl. (b)(10) & 14124.2, subcl. (a).)

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Fee	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed _____	
<input type="checkbox"/> Reimbursement of Revenue			of _____ %
<input type="checkbox"/> Other (Specify)			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES

OBJECT CODE	AGREEMENT TOTAL
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OPTIONAL USE	AMOUNT INCURRED BY THIS DOCUMENT \$0.00
	PRIOR AMOUNT INCURRED FOR THIS AGREEMENT \$0.00
	TOTAL AMOUNT INCURRED TO DATE \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE <i>Darrell Fuller</i>	ACCOUNTING OFFICER'S NAME (Print or Type) Darrell Fuller	DATE SIGNED October 8, 2021
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STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-10127</b>	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2021	06/30/2024	\$0.00	Exempt. See Item 13
<input type="checkbox"/> Amendment 1				
<b>TOTAL</b>			\$0.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (Give authority for exempt status)
  Sole Source Contract (Attach STD. 821)  
 Other (Explain) SCM 5.80B.2.b-Subvention/local assist direct services & W&I Code §14703

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)  
 N/A - Exempt from bidding. See Item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)  
 N/A - Exempt from bidding. See Item 13.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
 See Exhibit A, Scope of Work for payment information. Rates were dictated by federal agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other Exempt)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE _____ (Signed by) <i>Maksim Lyulkin</i>	SIGNER'S NAME (Print or Type) Maks'm Lyulkin	DATE SIGNED October 6, 2021
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number:	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)  
 No (Explain below)  Yes \_\_\_\_\_ % of Agreement  
 N/A - DVBE does not apply due to PCC Exemption.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  
 No  Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services

SIGNATURE _____ (Signed by) <i>Raymond Ng</i>	NAME/TITLE (Print or Type) Raymond Ng SSA	DATE SIGNED October 6, 2021
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STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**21-10127**

AMENDMENT NUMBER

**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A per Budget Act - Statutes of 2020, Chapter 6, Item 4260-116-0890;

2. Contracts entered into or amended for federal grants included in this item, to address the opioid epidemic through prevention, treatment, or recovery services, are exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code, Section 19130 of the Government Code, Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and from the re-view or approval of any division of the Department of General Services.

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(h)*

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
PHONE NUMBER	STREET ADDRESS	
EMAIL	CITY	STATE ZIP

# Yolo County Agreement No. 21-196

SCO ID: 4260-2110127

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

SDS 215 (Rev. 06/2020)

AGREEMENT NUMBER

21-10127

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

Exhibits	Title	Pages
Exhibit A	Program Specification (Including Special Terms and Conditions)	24
Exhibit A, Attachment 1	Request for Waiver	1
Exhibit B	Funds Provision	1
+ Exhibit C	General Terms and Conditions (GTC 04/2017)	
- Exhibit D	Information Confidentiality and Security Requirements	7
+ Exhibit E	Privacy and Information Security Provisions (Including Attachment A)	31

Items shown with an asterisk (\*) are hereby incorporated by reference and made part of this agreement as attached herein.

These documents can be viewed at <https://www.dgs.ca.gov/CI/5/6/resources>

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.):

County of Yolo

CONTRACTOR BUSINESS ADDRESS

137 N. Cottonwood Street, Suite 2500

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Jim Provenza

TITLE

Board Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE TICKED

08/31/21

APPROVED AS TO FORM:  
  
 PHILIP J. POGLEDICH  
 County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 212 (Rev. 08/2020)

ACREMENT NUMBER 21-10127	PURCHASER AUTHORITY NUMBER (if Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

501 Capitol Avenue, M5-4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE: SSMI, Contracts Section



DATE SIGNED

10/7/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

DESCRIPTION (if Applicable)

W&I Code 514703

**Exhibit A**  
**Program Specifications**

**1. Service Overview**

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5807, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**Exhibit A**  
Program Specifications

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>Department of Health Care Service</b>	<b>County of Yolo</b>
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: <a href="mailto:Ivan.Bhardwaj@dhcs.ca.gov">Ivan.Bhardwaj@dhcs.ca.gov</a>	Karen Larsen, LMFT Behavioral Health Director Telephone: (530) 666-8516 Email: <a href="mailto:karen.larsen@yolocounty.org">karen.larsen@yolocounty.org</a>

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Yolo</b>
Behavioral Health – Community Services Division/Federal Grants Section  Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413  Phone: (916) 345-8700 Email: <a href="mailto:DeAnn.Harrison@dhcs.ca.gov">DeAnn.Harrison@dhcs.ca.gov</a>	Attention: Mila Green, PhD CPHQ 137 N. Cottonwood Street, Suite 2500 Woodland, CA, 95695  Phone: (530) 666-8544 Fax: (530) 666-8294 Email: <a href="mailto:mila.green@yolocounty.org">mila.green@yolocounty.org</a>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. General Requirements for Agreement**

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05.
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code.

**Exhibit A**  
**Program Specifications**

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
  - f. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority**

**A. The Mental Health Services Act Program**

**1) Program Description**

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5690. The MHSA was designed to expand California's public mental health programs and services through

**Exhibit A**  
**Program Specifications**

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

**Exhibit A**  
**Program Specifications**

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5 subd. (b), 5878.3 subd. (a), Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. Those funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

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annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
    - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
    - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
    - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
    - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
    - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

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- Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
  - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.5 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
  - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
  - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6 subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

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including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) **Planning Requirements and Stakeholder Involvement:**

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

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- update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)
- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5804, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
- i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
  - ii. Cultural Competence, as defined in section 3200.100;
  - iii. Client Driven, as defined in section 3200.050;
  - iv. Family Driven, as defined in section 3200.120;
  - v. Wellness, Recovery and Resilience focused; and
  - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) **County Requirements for Handling MHSA Funds**

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at [http://www.sco.ca.gov/pubs\\_guides.html](http://www.sco.ca.gov/pubs_guides.html), (Gov. Code, § 30200).

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

- 8) Department Compliance Investigations:
- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
  - b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
  - c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

**B. Bronzan-McCorquodale Act**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code: § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.  
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. Lanterman-Petris-Short Act**

**1) Description**

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

**2) Reporting and Data Submission Requirements**

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) **Laura's Law**

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

**D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, Inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:  
<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
  - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
  - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
  - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:  
<https://www.samhsa.gov/dtac/ccp-toolkit>

**7. Reporting and Data Submission Requirements**

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x 68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
  - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
  - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHPA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
  - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
  - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
  - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
  - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
  - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
  - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
  - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
  - 3) Make diligent efforts to minimize errors on the CSI error file.
  - 4) Correct all errors on the CSI error file.
  - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

**8. Special Terms and Conditions**

**A. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) 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 three years from the date of any resulting final settlement.
  - 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.
- 5) County and/or Subcontractor(s) 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, County and/or Subcontractor(s) 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.

**Exhibit A**  
**Program Specifications**

- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

**B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.**

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

**Exhibit A**  
**Program Specifications**

Department of Health Care Services  
Community Services Division/Federal Grants Section  
Attention: Waheeda Sabah  
1500 Capitol Avenue, MS 2624  
P.O. Box Number 997413  
Sacramento, CA, 95899-7413

**C. Novation**

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**D. Welfare and Institutions Code section 5751.7 Waiver**

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

**Exhibit A**  
Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services  
Community Services Division/Community Support Branch  
Policy, Monitoring, & Finance Section  
e-mail: [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov)

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

**E. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**F. Change in County Behavioral Health Director**

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed.

**Exhibit A, Attachment I**  
Request for Waiver

**Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code**

\_\_\_\_\_ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
  - Number of the facility's beds designated for involuntary treatment
  - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
  - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

**Exhibit B  
Funds Provision**

**1. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**Exhibit D**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:

- A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
- D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

**Notice-triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

- 2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
- 3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
- 4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
- 5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

**Exhibit D**  
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

**A. Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written Information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

**1) Personnel Controls**

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**2) Technical Security Controls**

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

**Exhibit D**  
**Information Confidentiality and Security Requirements**

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. **Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

**Exhibit D**  
**Information Confidentiality and Security Requirements**

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3) Audit Controls**

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**Exhibit D**  
**Information Confidentiality and Security Requirements**

**4) Business Continuity / Disaster Recovery Controls**

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**Exhibit D**  
Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

***Discovery and Notification of Breach. Notice to DHCS:***

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> use this link:

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

**Exhibit D**  
Information Confidentiality and Security Requirements

**E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

**7. Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**8. Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

**9. Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

## **EXHIBIT E**

### **PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

- the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.
- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

**3. Terms of Agreement.**

**A. Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

**B. Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department.

**C. Prohibited Uses and Disclosures**

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

#### D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.318. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
  - 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
  - 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
  - 7) **Contractor's Agents and Subcontractors.**
    - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
  - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.
- 8) **Availability of Information to the Department and Individuals to Provide Access and Information:**
- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an individual, in accordance with 45 CFR Section 164.524, Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
  - b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1; or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4346; (866) 866- 0602  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000; (800) 579- 0874  Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor, or
  - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department.**

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy" in the right column and "Notice of Privacy Practices" on the right side of the page).

#### F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

#### G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii). upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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## EXHIBIT E-2

### Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

#### 1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.).
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
  - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

## 2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

### 3. Terms of Agreement

#### A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

#### B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department Contact Information.** To direct communications to the above referenced Department staff the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) **Designation of Individual Responsible for Security**

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

### EXHIBIT E-3

#### Miscellaneous Terms and Conditions

##### Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
  
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
  - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
  
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PII, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**Attachment A**  
**Data Security Requirements**

**1. Personnel Controls**

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

**2. Technical Security Controls**

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)

- 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
  - I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
  - J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
  - K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
  - L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
  - M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
  - N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3. Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4. Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

**5. Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

VID 715 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-10127</b>	AMENDMENT NUMBER <b>A1</b>
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of Yolo		2. FEDERAL I.D. NUMBER 94-600548
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services	4. DIVISION, BUREAU, OR OTHER UNIT Community Services Division	5. AGENCY BILLING CODE 085110
6a. CONTRACT ANALYST NAME Audie Reyes Jr.	6b. EMAIL audie.reyes@dhcs.ca.gov	6c. PHONE NUMBER (916) 500-7457

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 No     Yes (if Yes, enter prior Contractor Name and Agreement Number)  
 PRIOR CONTRACTOR NAME: \_\_\_\_\_ PRIOR AGREEMENT NUMBER: \_\_\_\_\_

8. BRIEF DESCRIPTION OF SERVICES  
 Contractor shall provide Behavioral Health Services and shall administer the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act according to the attached agreement.

9. AGREEMENT OUTLINE (include reason for Agreement; agency-specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 This amendment extends the contract end date by 12 (twelve) months for more of the same services.

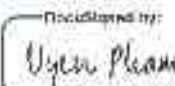
10. PAYMENT TERMS (Give them one that apply)

Monthly Flat Rate     Quarterly     One-Time Payment     Progress Payment  
 Itemized Invoice     Withhold \_\_\_\_\_ %     Advanced Payment Not To Exceed \_\_\_\_\_  
 Reimbursement / Revenue \_\_\_\_\_ or \_\_\_\_\_ %  
 Other (Explain) \_\_\_\_\_

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES

OBJECT CODE	AGREEMENT TOTAL
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE \$0.00

ACCOUNTING OFFICER'S SIGNATURE:  ACCOUNTING OFFICER'S NAME (Print or Type): Uyen Pham DATE SIGNED: February 2, 2024

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

510 715 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-10127</b>	AMENDMENT NUMBER <b>A1</b>
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2021	06/30/2024	\$0.00	Exempt. See item 13.
Amendment 1	07/01/2021	06/30/2025	\$0.00	Exempt. See item 13.
<b>TOTAL</b>			\$0.00	

13. BIDDING METHOD USED:

- Request for Proposal (RFP) (Attach justification if secondary method is used)
  Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding (Give authority for exempt status)
  Sole Source Contract (Attach STS #21)  
 Other (Explain): Budget Act 2023 SB 101

Note: Proof of advertisement in the State Contracts Register or an approved form STD 621, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A- Exempt from bidding. See item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A- Exempt from bidding. See item 13.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

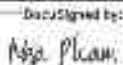
N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(a). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 647.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other: Exempt)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE 	DocuSigned by: Nga Phan	SIGNER'S NAME (Print or Type) Nga Phan	DATE SIGNED February 2, 2024
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the listing of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 201 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SBQ/VBC Certification Number:	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

Exempt.


- No (Explain below)  Yes \_\_\_\_\_ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- No  Yes (If Yes, provide justification below)

Per Welfare and Institutions Code (WIC) § 5650, the Department of Health Care Services (DHCS) must maintain performance contracts with counties for an initial term of three years. WIC § 5650(c) allows DHCS to extend the performance contracts for two one-year periods; at this time, DHCS intends to exercise these provisions to extend the contract for an additional one-year period.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	DocuSigned by: Audie Reyes	NAME/TITLE (Print or Type) Audie Reyes SSA	DATE SIGNED February 2, 2024
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CSRS 1/18/11 2403

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

SII 215 (Rev. 04/2020)

AGREEMENT NUMBER

**21-10127**

AMENDMENT NUMBER

**A1****JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Exempt Per Budget Act 2023 (SB 101)

For purposes of implementing federal grants included in this item, that address the opioid and stimulant epidemics through prevention, treatment, harm reduction, or recovery services, the State Department of Health Care Services may enter into exclusive or nonexclusive contracts, or amend existing contracts, on a bid or negotiated basis. Contracts entered into or amended pursuant to this provision shall be exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code, Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Administrative Manual, and shall be exempt from the review or approval of any division of the Department of General Services.

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP



## County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

### Consent-Health & Human Services # 30, Adult & Aging

**Board of Supervisors**

**Meeting Date:** 08/31/2021

**Brief Title:** DHCS County Performance Contract for FY21-24

**From:** Karen Larsen, Director, Health and Human Services Agency

**Staff Contact:** Ian Evans, Adult and Aging Branch Director, Health and Human Services Agency, x8297

#### **Subject**

Approve and authorize the Chair to sign agreement No. 21-10127 with the California Department of Health Care Services for the County Performance Contract for the period of July 1, 2021, to June 30, 2024. (No general fund impact) (Larsen)

#### **Recommended Action**

Approve and authorize the Chair to sign agreement No. 21-10127 with the California Department of Health Care Services for the County Performance Contract for the period of July 1, 2021, to June 30, 2024.

#### **Strategic Plan Goal(s)**



*Thriving Residents*

#### **Reason for Recommended Action/Background**

The Yolo County Board of Supervisors approved a County Performance Contract ("CPC") with the California Department of Health Care Services ("DHCS") for July 1, 2018, through June 30, 2021, in November 2019 under Yolo County Agreement No. 19-231. The attached agreement is the CPC for the period of July 1, 2021, to June 30, 2024.

The CPC is a standard agreement required of all California counties per Welfare

and Institutions Code sections 5650, subd. (a), 5651, 5897, and California Code of Regulations Title 9, section 3310, and sets forth conditions and requirements that counties must meet in order to receive funding for the Mental Health Services Act, Lanterman-Petris-Short Act, and County provision of community mental health services pursuant to the Bronzan-McCorquodale Act, in addition to the following Federal behavioral health grants: Community Mental Health Services Block Grant ("MHBG"), Projects for Assistance in Transition from Homelessness ("PATH"), Crisis Counseling Assistance and Training Program ("CCP"), and the Substance Abuse Prevention and Treatment Block Grant ("SABG").

**Collaborations (Including Board advisory groups and external partner agencies)**

County Counsel has approved this agreement as to form.

**Competitive Bid Process**

Not required for revenue agreements.

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**Fiscal Information**

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action

Amount budgeted for expenditure

Additional expenditure authority needed \$0

On-going commitment (annual cost)

Source of Funds for this Expenditure

General Fund \$0

Further explanation as needed

No general funds are required by this action. This is a nonfinancial agreement.

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**Attachments**

Att. A. Agreement

Att. B. Certification Clause

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**Form Review**

Form Started By: Destiny Software

Started On: 08/31/2021 11:21 AM

Final Approval Date: 08/31/2021

BOARD OF SUPERVISORS  
Yolo County, California

To: HHS ✓  
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-117: Item No. 30, of the Board of Supervisors' meeting of August 31, 2021.

MOTION: Villegas. SECOND: Barajas. AYES: Barajas, Villegas, Saylor, Sandy, Provanza.

30.

Approve and authorize the Chair to sign agreement No. 21-10127 with the California Department of Health Care Services for the County Performance Contract for the period of July 1, 2021, to June 30, 2024. (No general fund impact) (Larsen)

Approved **Agreement No. 21-196** on Consent.

**STANDARD AGREEMENT - AMENDMENT**

VID 2/15 (Rev. 4/2020)

AMENDMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

21-10127

A1

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Department of Health Care Services

CONTRACTOR NAME  
County of Yolo

2. The term of this Agreement is:

START DATE  
July 1, 2021

THROUGH END DATE  
June 30, 2025

3. The maximum amount of this Agreement after this Amendment is:  
\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract end date by 12 (twelve) months for more of the same services. All services remain the same.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Yolo

CONTRACTOR BUSINESS ADDRESS  
137 N. Cottonwood Street, Suite 2500

CITY  
Woodland

STATE ZIP  
CA 95695

PRINTED NAME OF PERSON SIGNING  
Karleen Jakowski

TITLE  
Interim Mental Health Director

CONTRACTOR AUTHORIZED SIGNATURE

*Karleen Jakowski*

DATE SIGNED  
February 23, 2024

**STANDARD AGREEMENT - AMENDMENT**

STD 211A (Rev. 4/2020)

AMENDMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

21-10127

A1

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE ZIP

CA 95814

PRINTED NAME OF PERSON SIGNING

Robert Strom

TITLE

Chief, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Digitized by:

*Robert Strom*

DATE SIGNED

February 24, 2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable;  
2023 Budget Act - SB 101)

**STD 213A Continuation**

- IV. Paragraph 2 (Term Dates) on the face of the original STD 213 is amended to read July 1, 2021 through June 30, 2024 **June 30, 2025**. All references to the former contract term of July 1, 2021 through June 30, 2024 in any exhibit incorporated into this agreement are hereinafter deemed to read **July 1, 2021 through June 30, 2025**.
- V. All other terms and conditions shall remain the same.

**STANDARD AGREEMENT - AMENDMENT**

STD 211A (Rev. 4/2020)

AMENDMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

21-10127

A2

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein.

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract term end date by 12 (twelve) months. All references to the former contract term of July 1, 2021 through June 30, 2025 in any incorporated exhibit are hereinafter deemed to read July 1, 2021 through June 30, 2026. In addition, Exhibit A - Program Specifications is replaced in its entirety.

III. Certain changes made in this amendment are shown as: Text Additions are displayed in bold and underline. Text deletions are displayed as strike through text.

IV. All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Yolo

CONTRACTOR BUSINESS ADDRESS

137 N. Cottonwood Street, Suite 2500

CITY

Woodland

STATE ZIP

CA 95695

PRINTED NAME OF PERSON SIGNING

Nolan Sullivan

TITLE

Director, Behavioral Health Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

March 10, 2025

*Nolan Sullivan*

**STANDARD AGREEMENT - AMENDMENT**

STD 211A (Rev. 4/2020)

AMENDMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority Number

I CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

21-10127

A2

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE ZIP

CA 95814

PRINTED NAME OF PERSON SIGNING

Nga Pham

TITLE

Chief, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

(Do not Sign)

*Nga Pham*

DATE SIGNED

March 10, 2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

2024 Budget Act-AB1812

**Exhibit A**  
**Program Specifications**

**1. Service Overview**

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**Exhibit A**  
 Program Specifications

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>Department of Health Care Service</b>	<b>County of Yolo</b>
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: <a href="mailto:Ivan.Bhardwaj@dhcs.ca.gov">Ivan.Bhardwaj@dhcs.ca.gov</a>	Karen Larsen, LMFT Behavioral Health Director Telephone: (530) 666-8516 Email: <a href="mailto:karen.larsen@yolocounty.org">karen.larsen@yolocounty.org</a>

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Yolo</b>
Behavioral Health – Community Services Division/Federal Grants Section  Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413  Phone: (916) 345-8700 Email: <a href="mailto:DeAnn.Harrison@dhcs.ca.gov">DeAnn.Harrison@dhcs.ca.gov</a>	Attention: Mila Green, PhD CPHQ 137 N. Cottonwood Street, Suite 2500 Woodland, CA, 95695  Phone: (530) 666-8544 Fax: (530) 666-8294 Email: <a href="mailto:mila.green@yolocountv.org">mila.green@yolocountv.org</a>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. General Requirements for Agreement**

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

**Exhibit A**  
**Program Specifications**

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS.
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority**

**A. The Mental Health Services Act Program**

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

**Exhibit A**  
**Program Specifications**

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund

**Exhibit A**  
**Program Specifications**

until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's

**Exhibit A**  
**Program Specifications**

general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)

- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

**5) Three-Year Program and Expenditure Plan and Annual Updates:**

- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
  - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
  - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
  - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
  - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and

**Exhibit A**  
**Program Specifications**

- Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
  - vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
  - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
  - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
  - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9,

**Exhibit A**  
**Program Specifications**

sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
  - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
  - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
  - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) **Planning Requirements and Stakeholder Involvement:**
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans,

**Exhibit A**  
**Program Specifications**

representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5804, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

**Exhibit A**  
 Program Specifications

- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
  - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
  - ii. Cultural Competence, as defined in section 3200.100;
  - iii. Client Driven, as defined in section 3200.050;
  - iv. Family Driven, as defined in section 3200.120;
  - v. Wellness, Recovery and Resilience focused; and
  - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at [http://www.sco.ca.gov/pubs\\_guides.html](http://www.sco.ca.gov/pubs_guides.html), (Gov. Code, § 30200).

**Exhibit A**  
**Program Specifications**

except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

- 8) Department Compliance Investigations:
- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
  - b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
  - c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

**Exhibit A**  
**Program Specifications**

invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

**B. Bronzan-McCorquodale Act**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.

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- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(5))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. Lanterman-Petris-Short Act**

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and

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shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

**3) Laura's Law**

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

**D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds

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community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:  
<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

#### **E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

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**G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
  - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
  - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
  - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a

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single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link: <https://www.samhsa.gov/dtac/ccp-toolkit>

**7. Reporting and Data Submission Requirements**

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
  - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
  - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSa-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
  - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
  - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
  - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
  - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
  - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
  - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
  - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
  - 3) Make diligent efforts to minimize errors on the CSI error file.
  - 4) Correct all errors on the CSI error file.
  - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
  
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
  
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

**8. Special Terms and Conditions**

**A. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever

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nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) 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 three years from the date of any resulting final settlement.
  - 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.
- 5) County and/or Subcontractor(s) 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, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said

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records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

**B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.**

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services  
 Community Services Division/Federal Grants Section  
 Attention: Waheeda Sabah  
 1500 Capitol Avenue, MS 2624  
 P.O. Box Number 997413  
 Sacramento, CA, 95899-7413

**C. Novation**

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**D. Welfare and Institutions Code section 5751.7 Waiver**

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

**Exhibit A**  
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A. Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services  
Community Services Division/Community Support Branch  
Policy, Monitoring, & Finance Section  
e-mail: [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov).

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

**E. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**F. Change in County Behavioral Health Director**

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

**1. GenAI Technology Use & Reporting**

- A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.**

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**At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.**

- B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.**
- C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**

**10 Executive Order N-6-22 – Russia Sanctions**

**On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.**

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Yolo	94-6000548

By (Authorized Signature)

Signed by: *Kolan Sullivan* Director

Printed Name and Title of Person Signing

Kolan Sullivan

Date Executed	Executed in the County of
March 10, 2025	yolo

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
  1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.