



Kern County Mental Health Department

COUNTY OF KERN

KERN COUNTY MENTAL HEALTH DEPARTMENT

REQUEST FOR PROPOSALS FOR

OUTPATIENT MENTAL HEALTH SERVICES FOR CHILDREN

GEOGRAPHIC SERVICE AREA 4 - WEST BAKERSFIELD

DUE.....NOVEMBER 19, 2015

TIME.....BEFORE 11:00 a.m.

Proposals must be submitted to:

Kern County General Services Division
Kern County Administrative Center
1115 Truxtun Avenue, Third Floor
Bakersfield, Ca 93301
Telephone (661) 868-3000

KERN COUNTY MENTAL HEALTH DEPARTMENT

REQUEST FOR PROPOSALS FOR CHILDREN'S OUTPATIENT MENTAL HEALTH SERVICES

The County of Kern, through its Mental Health Department is seeking, through a competitive process, proposals from qualified organizations to provide outpatient mental health services in Geographic Service Area (GSA) 4 – West Bakersfield for children and adolescents up to the age of 21. The County is seeking a single provider.

Proposers are specifically directed not to contact any County personnel, other than the contact person indicated below, for any purpose related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of an organization's proposal. All inquiries concerning this RFP should be directed to the following contact person:

Jewelle Scales, Contract Systems Supervisor
Kern County Mental Health Department
3300 Truxtun Avenue
Bakersfield, CA 93301
Telephone (661) 868-6676
jscales@co.kern.ca.us

Envelopes containing the proposals are to be marked:

**PROPOSAL: "CHILDREN'S OUTPATIENT MENTAL HEALTH SERVICES
WEST BAKERSFIELD"
KERN COUNTY MENTAL HEALTH DEPARTMENT**

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date:.....October 15, 2015
Pre-Proposal Meeting.....October 28, 2015
Proposal Due Date.....November 19, 2015
Proposal Due Time.....**Before 11:00 a.m.**

Postmark date will not constitute timely delivery. Responses received after the above date and time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their proposals.

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I. GENERAL INFORMATION

A. Project Background and Description

The County of Kern, through its Mental Health Department, currently utilizes one service provider for children's outpatient mental health services in GSA 4 – West Bakersfield. The department will continue to utilize one service provider for outpatient mental health treatment services for children and adolescents up to the age of twenty-one (21) in GSA 4 – West Bakersfield. Young adults eighteen (18) – twenty-one (21) shall be served either in the Children's or Adult System of Care, whichever best meets the needs of the individual.

Non-profit mental health with 501(c)3 status organizations including community-based organizations, faith-based organizations, mental health treatment organizations, and other non-County governmental agencies that possess the necessary credentials are encouraged to submit proposals for services. For-profit organizations are not excluded from submitting proposals, but are advised that contracts are cost reimbursement and profit is not considered a cost. Reimbursement shall not exceed allowable cost per federal regulations, and the terms as stated in the contract.

An organization must submit one (1) proposal that describes in detail how they will provide services for the child/adolescent population in GSA 4 – West Bakersfield. One Agreement will be negotiated between the Mental Health Department and the prospective service provider, and approved by the Kern County Board of Supervisors prior to service delivery.

A complete "Description and Standards of Services" for children's mental health services are included herein. Information regarding children's demographics is included herein for informational and planning purposes.

The County will spend an estimated \$3,000,000 in GSA 4 – West Bakersfield for children's mental health services for FY 2015-16. A similar budget is projected for FY 2016-17; however, the proposed funding level may change in any agreement resulting from this RFP. Figure is provided for planning purposes only.

Standard business hours are Monday 8:00 a.m. to 5:00 p.m. It is the expectation of County that services will be offered outside of traditional business hours, which can include early morning, evening and weekend hours. Services shall be made available when medically necessary twenty-four (24) hours per day, seven days per week.

Services shall begin on July 1, 2016.

B. Responsibilities Required of Successful Proposer

The County has developed the attached **Exhibit "A"** which fully describes the scope of work and services required, deliverables, benchmark requirements, and the anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, and what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a "Contact Person" as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those organizations deemed most qualified for the project for further evaluation. Interviews of these selected organizations may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial proposals, and not create a short list of proposals for further consideration. The organization selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation(s) or award the project to the recommended organizations.
2. If one (1) or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- a. Has maintained a local office address within Kern County for the six (6) months immediately prior to the issuance date of the RFP; and
- b. Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.
- c. Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation(s) to the Board of Supervisors.

Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.

- a. Proposer's understanding of the RFP requirements and end result.
 - b. Proposer's proposed approach to tasks.
 - c. Proposer's experience in similar projects.
 - d. Fee or proposed rates.
 - e. Proposer's plan for ensuring all operational requirements are in place for client services to begin on the required start date.
 - f. Client references.
 - g. Qualifications of proposer's staff.
 - h. Any other factors the Evaluation Committee deems relevant.
4. The County reserves the right to reject any and all proposals and to waive informalities and irregularities in any proposals received. Absence of required information may render a proposal non-responsive, in the sole discretion of the County, resulting in rejection of the proposal.
 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted five (5) working days to submit the information requested.
 6. An error in the proposal may cause the rejection of that proposal; however, the County may, at its sole discretion, retain the proposal and make corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity if the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any items in a proposal that the County believes to be in error, and make corrections accordingly.
 7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 3 above. **The lowest proposed cost is not the sole criterion for recommending a contract award.**

8. All proposers responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process. All proposers shall have seven (7) days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration. Organizations may request a debrief during this time. No extensions will be given. The County representative will notify organizations of the date the Evaluation Committee's recommendation is placed on the Board of Supervisors' agenda.
9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
11. The process, procedures and evaluating criteria used by County staff and the Evaluation Committee in developing and issuing this RFP and evaluating the proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by County relating to this RFP in the manner in which a proposer is selected by the Evaluation Committee, the Director of Mental Health Services, or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County. The County shall not pay for costs incurred in the preparation or submission of proposals. **The County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request For Proposals.

G. Standard County Master Terms and Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit "B" is the Sample Master Terms and Conditions, which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's proposal and any other modification determined by the County to be necessary prior to its execution by the parties.

The standard County Master Terms and Conditions included in this RFP are for informational purposes and should not be returned with a proposal; however, the proposal shall include a statement that the proposer has reviewed the standard County Master Terms and Conditions and either (i) will agree to and accept the master terms and conditions contained therein if selected, or (ii) indicate those specific provisions of the standard County Master Terms and Conditions to which the proposer takes exception and why. Raising of significant exceptions in a proposal, as determined in the sole discretion of the County, may be cause for rejection of the organization's proposal.

The selected proposer will be required to execute an agreement with the County for the services requested within sixty (60) days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another proposer and begin negotiations with that proposer.

Proposer must identify and provide contact information in their proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between the proposer and County.

H. Insurance Requirements

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Contractor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to

each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement:

In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

i. Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - ii. The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - iii. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - iv. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Contractor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time to time, request changes in, and/or additions to, the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of the Mental Health Department.

K. Compensation

Compensation to be included in the final agreement for services shall be agreed upon by County and Contractor.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial standing. By submitting a proposal to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor, nor its officers, agents or employees, shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, proposals shall be made in accordance with the following general instructions:

1. The completed proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed proposals will be considered.
3. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.

4. All proposals shall remain firm for one hundred eighty (180) days from the proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed proposal container, and deposited in the U. S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarifications or modification of the document. Modification will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the proposal (or deliver them to the Purchasing Division, Kern County General Services, County Administrative Center, 1115 Truxtun Avenue, Bakersfield, CA 93301, if the proposer has previously submitted a proposal to the department.)

Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the proposals for this project should be typed in Arial 11 font style and size, and organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the organization containing the following language:

- The undersigned certifies that all statements in the proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.

- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. **Corporate/Agency Profile:**

Provide specific information concerning the firm in this section, including all of the following:

The legal name, address and telephone number of your company

The type of entity (sole proprietorship, partnership, or corporation and whether public or private).

Whether you are a local Kern County vendor as defined in Section I.D.2 of this RFP. (Provide the street address of the local office.)

The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two (2) or more organizations are involved in a joint venture or association, the proposal(s) should clearly delineate the respective areas of authority and responsibility to each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. **Qualifications and Experience:**

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the organization's experience in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating are acceptable)
- Examples of completed projects
- Documentation of Satisfactory Past Performance / References.

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six months on the reference company's letterhead). Each reference shall include a current point of contact and a phone number. Each reference letter must have the following information:

- Date of the original contract
- End date of the contract
- Services rendered
- Names, addresses, e-mail and telephone numbers for contact persons within client agencies for whom the services have been provided.
- Provide a list of all agencies, if any, for whom you have provided similar services over the last two (2) years, but are not currently working for. Indicate why you are not currently providing services to said agencies.

4. Credentials / Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes / backgrounds of key personnel assigned to the project, including training certifications for provisional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisors and other key employees who will be providing service:

- a. Name, address and phone number
- b. Description and education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4.a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific information and details with regard to how and what services, training, installation, etc. in your response to the County.

Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.

Include specific details with regard to a work schedule / transition plan which contains an aggressive schedule that will complete, or start up, the project before July 1, 2016. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

Specify all software and computer technology that is anticipated to be used in rendering the services. If the proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the Consumer Price Index (CPI) may also have a detrimental impact on the proposer's score determined by the evaluation committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County, including but not limited to, costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. Failure to not clearly identify all costs associated with the proposal may be cause for rejection of the organization's proposal.

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the proposal shall state that the proposer will obtain the insurance as required in the attached sample agreement.

All insurance shall be issued consistent will the final agreement with County. Insurance coverage, at a minimum, must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Confidential information is defined as follows:

Technical Information

- i. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information.
- ii. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- i. Financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;
- ii. This Agreement and all documents and materials relating thereto and to the negotiation and execution thereof, including, without limitation, the existence of this Agreement and the fact of negotiations taking place between the parties; and

Business Development-Related Information

- i. All trade secrets or proprietary information protected as intellectual property that relates to the business of the proposer and is not generally available to the public, or generally known in the industry;
- ii. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- iii. Any techniques, know-how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the proposer regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

Proposers are cautioned that because the County is a public entity materials designated as "confidential" may nevertheless be subject to disclosure. **Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.**
IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. All confidential information must be stamped with a 'CONFIDENTIAL' watermark and placed in a separate tabbed Section #9 of the RFP marked "CONFIDENTIAL."
2. Any documents labeled "CONFIDENTIAL" shall include the following stated signed and placed on the first page of the CONFIDENTIAL material:

"_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code 6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

By: _____

Date: _____

E. Post RFP Issuance

1. Questions

- a. **Before pre-proposal meeting:** Questions may be submitted by e-mail prior to the pre-proposal meeting to jscales@co.kern.ca.us.
- b. **After pre-proposal meeting:** Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in the Exhibit "A." Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the contact person as they are received.
- c. **Subsequent to addenda:** Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **October 28, 2015 at 8:30 a.m.** The meeting will be held at the **Kern County Mental Health Department, located at 3300 Truxtun Avenue, in the East Training Room.** The purpose of the conference is to permit proposers an opportunity to ask questions and / or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not

change the provisions of the final RFP. **All interested parties who may have questions are encouraged to attend.**

F. Proposal Submission

The proposer shall submit **six (6) written copies** of the proposal and, if possible, one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel, etc.) compatible format readable by the County; using word processing software that is Windows based, preferable Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County.

Please submit all proposals to:

**Kern County General Services, THIRD FLOOR
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301
Telephone: (661) 868-3000**

Proposals may be delivered in person, by courier services, or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 a.m. on November 19, 2015**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested recommended that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Service Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. **Any proposal received after 11:00 a.m. will be returned unopened.**

RFP Proposals are not publicly opened.

G. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his / her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

H. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the evaluation committee has completed its deliberative process and either the proposer has been informed that they are not the organization selected by the evaluation committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals.

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EXHIBIT A
SCOPE OF WORK –
CHILDREN'S OUTPATIENT MENTAL HEALTH SERVICES

I. BACKGROUND

Kern County spans 8,161 square miles in the central valley of California. The County is divided into eleven (11) Geographic Service Areas for serving mental health clients. This RFP targets the citizens in Geographic Service Area GSA 4 – West Bakersfield.

The Kern County Mental Health Department's administration office is located in Bakersfield, the county seat, in the southern region of the San Joaquin Valley.

The Department operates under the directorship of Mr. Bill Walker, LMFT, and is governed by the five (5) members of the Kern County Board of Supervisors.

The department consists of various "Systems of Care" (SOC) to serve specific client populations. The Children's System of Care primarily serve children and adolescents up to the age of twenty-one (21). Young adults between the ages of eighteen (18) up to twenty-one (21) can be served in either the Adult System of Care or the Children's System of Care, whichever best meets the needs of the individual.

The Kern County Mental Health Department ensures the citizens of Kern County who are afflicted with mental health disorders are provided with services and resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers for outpatient mental health treatment services for children and adolescents in most geographic areas throughout the County.

Proposals must include a plan for ensuring all operational requirements, including but not limited to, hiring and training staff, securing a service delivery site, purchasing equipment, and obtaining licenses, certifications and insurance, are in place to provide direct client services beginning July 1, 2016. For new treatment providers, this plan will be referred to as a transition plan. Plans are to include milestone events to substantiate adherence to the start date. Proposals must also include a statement regarding whether the proposer agrees with the County's Master Terms and Conditions.

Once a formal agreement between the County of Kern and the contractor has been finalized, the contractor shall become a member of the network of providers of the Kern County Mental Health System of Care, a continuum of care that includes crisis intervention, hospitalization, and outpatient mental health services.

The contractor shall provide outpatient mental health treatment services, as described herein in detail.

Proposers are encouraged to visit the Mental Health Department's website at <http://www.co.kern.ca.us/artman2/kcmh/publish> for news and information on the services offered.

II. DESIRED OBJECTIVE(S)

The desired objectives of this project are to increase stability, and to minimize hospitalizations, out-of-home placements, and placement failures among the clients served

Contractor shall provide community-based, family-oriented, and culturally-competent mental health services for children and adolescents to increase their likelihood of remaining in the home, staying in school and being law-abiding citizens. Evidence of these services being provided will be monitored by providing services to youth within two (2) days of discharge from hospital, providing intensified services reflected in meeting system standard of 4% of unique clients receiving TBS, and identification of youth that are Subclass members.

- A. For youth involved in the foster care system, the goal will often include reunification with the family.
- B. For youth in group homes, the goal will include transitioning to a lower level of care.
- C. In the school setting, the goal will include assisting youth in achieving a behavior functioning level that provides success with academic improvement, and decreases behavioral challenges and truancy.
- D. Each client treatment plan must be individualized and contain specific, observable, and/or specific quantifiable goals/treatment objectives that lead to improvement in life functioning areas, as reflected in the clinical outcome summary report.
- E. The Department currently utilizes an outcome tool which measures progress in treatment. For the Children's System of Care, this tool measures progress in areas such as academic, behavior, and social relationships to determine if there was any change over the course of treatment (i.e. number that stayed the same vs. improved vs. worsened).

III. ESTIMATED VALUE/COST

The Kern County Mental Health Department allocated approximately \$3,000,000 for children's mental health services in GSA 4 for the term July 1, 2015 through June 30, 2016. It is anticipated the funding for fiscal year 2016-17 will be at the same level. The Department will negotiate the actual funding amounts for services with the contractor prior to executing the agreement.

The proposer must include a line-item budget in the proposal, which should include, at a minimum, the following items:

- 1. Salaries and Benefits based on a proposed staffing pattern;
- 2. Services and supplies, including operating expenses; and
- 3. Capital expenditures

IV. BUSINESS AND/OR WORK ENVIRONMENT

The service provider's programs and activities shall maintain a drug and alcohol-free environment at all times.

A. Operational requirements

1. Contractor shall take steps necessary to maintain State Department of Health Care Services (DHCS) certifications and/or licensure of the site(s) at which services are provided or may be provided.
2. All of Contractor's sites where contracted services are provided must be certified in accordance with Medi-Cal regulations and the Americans with Disabilities Act (ADA). Official fire clearance must take place prior to service provision. If a site is not Medi-Cal certified, or if the renewal is delinquent, the Department will not bill Medi-Cal, or forward payments to Contractor, until site certification is obtained.
3. Contractor shall have a full-service site(s) centrally located and easily accessible within the "geographic service area" (GSA) assigned by this agreement to meet the needs of the area population. The sites must be appropriate in size and configuration to provide sufficient space for staff and records, and to ensure compliance with privacy and security requirements established by federal and state regulations. Upon approval by County, additional sites may be added for remote locations in the GSA. All locations must be certified to deliver Specialty Mental Health Services.
4. Contractor shall advise the Children's System of Care Administrator of any potential or planned changes to service locations within seven (7) calendar days of becoming aware of the planned change.

B. Hours of Service

1. Contractor shall provide services at times that meet the needs of the clients, and specific regulations and requirements of specific funding sources. This may include evenings and weekends.
2. Contractor shall post, in English and Spanish, available business hours and how to access urgent services after regular business hours.
3. Contractor shall be aware that some funding sources in this Agreement may require specific hours of operation to include evenings and/or weekends, and programs must adhere to those requirements.

C. Timeframe for Delivery of Services

Direct client services shall begin on July 1, 2016. The term of the Agreement for Professional Services will be from July 1, 2016 through June 30, 2017. The Agreement will be subject to renewal, based upon satisfactory performance and mutual agreement, for up to four (4) consecutive fiscal years.

D. Information Technology Infrastructure

1. **Electronic Medical Record**

Contractor shall participate in Information Technology System (ITS), including, but not limited to, Department's Electronic Medical Record (EMR), currently Cerner Community Behavioral Health. Contractor shall report to County, all programs, clients, staff and other data and information about Contractor's

services as required by Director, or Director's designee. Information to be entered into the EMR shall include, but is not limited to: Client Index Card, Client Assignment, Demographic Information, UMDAP/Financial Review, 3rd Party Insurance, Diagnostic Review, Consent to Treat, Release of Information Authorizations, Psychiatric Evaluation, and Psychiatric Visit. Client data should only be entered into the EMR, if the client has requested services.

2. Contractor is responsible for compliance with medical record standards as defined by county. Contractor shall maintain sufficient computer hardware and software to ensure that all clinical service documentation is entered into the County's EMR in a timely manner from the date of service.
3. Contractors must request a Virtual Private Network ("VPN") number to access County databases.

V. DESCRIPTION AND SCOPE OF WORK

The following is a specific outline of the Description and Scope of Work that will be required.

POPULATIONS TO BE SERVED:

- A. Children, adolescents and young adults with Medi-Cal are beneficiaries under twenty-one (21) years of age who meet the diagnosis criteria as contained in CCR Title 9 Section 1830.205. For beneficiaries under twenty-one (21) years of age who are eligible for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services and who do not meet the medical necessity requirements of Section 1830.205 (b)(2)-(3), medical necessity criteria for specialty mental health services shall be met when all of the following exist: 1) beneficiary meets the diagnosis criteria (1830.205 (b)(1); 2) the beneficiary has a condition that would not be responsive to physical health care based treatment and 3) the requirements of Title 22, Section 51340(e)(3)(A) are met for targeted case management services.
- B. Uninsurable persons as defined in Welfare and Institutions Code Sections 5600.3, et seq. (Bronzan-McCorquodale Act) who are suffering from a mental illness that is serious, persistent, and causing severe functional impairments.

SERVICES

Contractor shall provide community-based, family-oriented and culturally-competent outpatient mental health treatment services to children and adolescents to increase their likelihood of stability and success in a variety of settings, which will include, but not be limited to home, foster placement, and school.

- A. **Specialty Mental Health Services** refers to mental health services (e.g. assessment, plan development, individual, group or family therapy, rehabilitation) medication support services; crisis intervention; targeted case management; psychiatrist services; and psychological services.
- B. **Therapeutic Behavioral Services (TBS):** TBS are supplemental specialty mental health services covered under the EPSDT benefit as defined in CCR Title 9 Section 1810.215. These are services to beneficiaries up to the age of 21 years of age. TBS are intensive, one-to-one services designed to help beneficiaries and their

parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08-38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010) and the TBS Documentation Manual, version 2 (October 2009). TBS is to be provided in accordance with KCMH Policy 5.4.3.

- C. MHSA – WRAPAROUND SERVICES:** These are intensive services to beneficiaries at risk of hospitalization, placement change, incarceration or crisis. The goal is to reduce the level of impairment in their daily functioning and reduce the need for emergency services. These services are typically home-based, assisting families with providing supportive services, such as increased mental health services including TBS. Behavior shaping and redirection are two (2) essential components of service delivery. Specialized sub-units in the electronic medical record are used to document these services.
- D. Intensive Care Coordination (ICC):** ICC is a service offered to children/youth, up to age 21, who are members of a class of children covered by a court settlement agreement in a lawsuit *Katie A. v. Bonta* (Pathways to Mental Health Services). While ICC key service components are very similar to Targeted Case Management (TCM), ICC services must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met.
- E. Intensive Home Based Services (IHBS):** IHBS are services offered to children/youth, up to age 21, who are members of a class of children covered by a court settlement agreement in a lawsuit *Katie A. v. Bonta* (Pathways to Mental Health Services). IHBS are intensive, individualized and strength-based, needs-driven, home-based intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of their plan.
- F. Language and Cultural Competence**
1. Limited English Proficient (LEP) individuals have a right to free language assistance services, and to be informed how to access free language assistance services.
 2. The contractor shall document evidence to show the beneficiary was offered interpreter services.
 3. The contractor shall have a process that ensures that interpreters are trained and monitored for language competence.
 4. Whenever feasible and at the request of the beneficiary, the contractor shall provide an opportunity to change persons providing the mental health service including the right to use culture-specific providers.
 5. The contractor shall have a plan for cultural competency training for the administrative and management staff of the agency.
- G. Other Services**

Proposers are encouraged to refer to the Description and Standards of Services contained in the Sample Agreement incorporated herein for further specification of the services outlined in this Exhibit A.

VI. DELIVERABLES

The following is a non-inclusive list of Contractor requirements:

- A.** Contractor shall abide by all federal, state and local laws including, but not limited to, all laws respecting employment discrimination.
- B.** Operational requirements must be met in accordance with section IV. A. 2. above.
- C.** Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify County of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
- D.** Contractor shall train or cause to be trained, its staff in the operation, procedures, policies, and all related use of the Department's EMR, as required by County. Staff who have not been trained will not be provided a user identification number and will not have access to the Cerner Community Behavioral Health computer system.
- E.** Each program specified in the Agreement will be assigned its own Unit and Subunit and it will be the Contractor's responsibility to properly enter all services provided into the appropriate Units and Subunits.
- F.** A separate cost statement for each program identified in the Agreement must be included with a monthly Claim for Payment; All expenses being claimed in monthly claims for payment must be in conformity with 2 Code of Federal Regulations (CFR) parts 215, 220, 225 or 230, and 48 CFR 31.2, as applicable, and necessary and reasonable for the proper and efficient administration of Contractor's services in order to be considered for County's reimbursement to Contractor.
- G.** Payments to Contractor shall be made only upon County's receipt of a Claim for Payment form. Such claim shall be submitted to the Director of the Mental Health Department, or his/her designee, within twenty-five (25) calendar days following the end of the month in which services are provided. Contractor's claims for payment submitted beyond the twenty-five (25) day period may be accepted at County's sole discretion. However, such claims must be filed no later than four (4) months] following the month that services are rendered.
- H.** Financial and program records shall be made available to the County for monitoring purposes upon request from County. County will mail a letter to the provider stating the requested information and date(s) of the site monitoring visit at least one (1) month in advance.
- I.** Contractor shall develop and maintain an emergency response plan specific to each service delivery site, which shall be in compliance with the County's Emergency Operations Plan and shall provide, at each service delivery site, annual training to its employees regarding the provisions of Contractor's plan.

VII. CONTRACTOR LICENSING, CERTIFICATIONS AND QUALIFICATIONS

Programs must have knowledge of the State of California's regulations concerning certification requirements, and be able to comply with all aspects of those regulations in the timeframes allowed by law. The following is a general outline of the contractor licensing, certifications, and qualifications that will be required.

A. Program Staffing and Supervision

1. The contractor's head of service, for each site/satellite, as defined by CCR Title 9 Section 622 through 630, shall be a licensed mental health professional.
2. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services which require a license, waiver, or registration consistent with WIC Section 5751.2 and CCR Title 9 Section 1840.314(d).
3. Contractor shall have sufficient staff to allow to claim federal financial participation (FFP) for the services delivered to Medi-Cal beneficiaries as described in CCR Title 9 Section 1840.344 through 1840.358 as appropriate and applicable.
4. The contractor shall demonstrate that its providers are credentialed as required by 42 C.F.R., 438.214.
5. Proof of licensing for current staff should be included in an organization's proposal.
6. Contractor shall administer, at minimum, Department of Justice (DOJ) criminal background investigations for each staff member who will be providing direct services for clients.

B. National Provider Identification

1. Contractor understands that it must comply with the National Provider Identification (NPI) system, and will provide to the Department NPI numbers for all staff providing direct health care or clinical services.
2. Contractor shall review the United States Department of Health and Human Services, Office of the Inspector General's list of excluded individuals/entities and the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider list and provide affirmation of review at least quarterly. Any of contractor's employees found to be on either list, shall be reported immediately to the System of Care Administrator.

VIII. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The service provider shall continually evaluate the needs of the communities being served, and shall endeavor to meet those needs at all times. Further, the service provider shall incorporate the values of the community into its activities, services, and programs.

A. Utilization Management Measures

1. Access. Contractor shall be expected to provide a clinical assessment to beneficiaries within fourteen (14) calendar days for routine appointments; a service within twenty-four (24) hours for urgent appointments; or within seven (7) calendar days of hospital release. The goal of the County is to measure this standard as the time between the first request for service and initiation of service as contained in the electronic medical record.
 - a. Contractor shall be expected to track the number of routine requests for service and the time frame in which a mental health assessment was completed; the number of urgent service requests received and the associated number of appointments provided within the twenty-four (24) hour standard using the "Urgent/Emergent Service Request form located in the EMR"; and the number of clients seen for a clinical appointment within seven (7) calendar days of hospital release.
2. Case Transfers. Contractor shall follow Department's policies and procedures relating to the transfer of a beneficiary to another GSA treatment provider within Kern County. This includes maintaining service responsibility for a beneficiary until such time as the individual is successfully linked with a new treatment provider.
3. Documentation. Contractor shall adequately meet County required standards for documentation. Annual chart audits are conducted by County. Graduating sanctions are imposed and plans of corrections implemented when contractor is out of compliance with audits.
4. Timeliness of Documentation. The contractor is required to document services within two (2) days of the date of service. Documentation written after the first two (2) days of service shall be annotated as "late"; documentation later than fourteen (14) days shall require supervisor approval; documentation later than thirty (30) days shall be suspended. Documentation later than thirty (30) days shall be permanently suspended unless the Quality Improvement Division (QID) has determined that the note meets all applicable requirements.
 - a. Contractor shall be required to provide a plan of correction for each Timeliness of Documentation Review issued by QID within thirty (30) days.
5. Confidentiality. Services shall be performed in a manner to avoid any breaches of confidentiality. Verifiable breaches may impact the provider's opportunity for future agreements with the County.

B. Performance Standards

The County has established the following measures to monitor clinical performance. Clinical documentation in the medical record is used to create reports each quarter. When these reports indicate a need for improvement, the contractor shall be required to submit a plan of correction.

1. A minimum of twenty-five percent (25%) of all services shall be delivered outside the clinic.

2. A minimum of fifteen percent (15%) of services shall be delivered on school campuses during the 2nd through 4th quarters; eight percent (8%) during the 1st quarter.
3. A maximum of fifteen percent (15%) of telephone service hours shall be provided.
4. A minimum of five percent (5%) of services shall be delivered in the home.
5. A minimum of twenty-five percent (25%) of family services shall be delivered.
6. A minimum of four percent (4%) of unique clients shall receive TBS.
7. A maximum of ten percent (10%) of case consultation hours shall be provided.
8. Charts for clients who have not been seen for an appointment in ninety (90) days shall be closed, or the client shall be re-engaged in services, whichever is appropriate.

C. Cultural Competence Guidelines

1. All services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities.
2. Clinical program staff shall be required to attend a minimum of six (6) hours of cultural competency training annually, beginning with the effective date of this agreement.
3. Staff and volunteers shall represent the ethnic and cultural diversity of the community it serves. This includes bilingual staff and volunteers whenever possible.

D. Mandatory Meetings and Training

1. Attendance at the Chief Executive Officers' (CEO) meeting convened by the Mental Health Director.
2. Attendance at the "System of Care Providers" meeting convened by the assigned System of Care administrator.
3. Attendance at the Quarterly Quality Improvement Division (QQID) meeting convened by the county Quality Improvement Division.
4. Attendance in trainings deemed necessary by system administrators when appropriate.

E. Reporting Requirements

1. **Annual Reporting**

- a. No later than sixty (60) days after the beginning date of the Agreement, Contractor must submit its agency's Cultural Competence Plan to the Department for review/approval.
- b. No later than thirty (30) days after the beginning date of the Agreement, Contractor must submit its agency's Emergency Response Plan to the department for review/approval.
- c. No later than thirty (30) days after the beginning date of the initial Agreement, Contractor must submit the names and contact information of its current privacy officer, security officer, and compliance officer, in accordance with Federal and State regulations. This information shall be provided to the Department's Compliance Officer no later than the twenty-fifth (25th) calendar day of April, and within thirty (30) days of any change of officer(s) during the year in any subsequent Agreements.
- d. No later than thirty (30) days after the beginning date of the Agreement, Contract shall submit multiple items to the Children's System of Care Administrator including, but not limited to: Triage Policies and Procedures; 24/7 Crisis Response Policy; plan for service hours; and staffing pattern, which shall include a listing of employees by name, position and FTE for each program.

2. Quarterly Reporting

- a. Prior to the 15th of the month following the close of the calendar quarter, Contractor must submit its agency's Bilingual Quarterly Report and an update on staffing pattern, including all the elements contained in the annual submission.
- b. Prior to the 15th of the month following the close of the calendar quarter, numerous affirmations must also be submitted including, but not limited to: affirmation of no unusual occurrences (if applicable); cultural competence trainings attended by staff during the quarter; service hours consistent with client need; and review of the ineligible and suspended provider lists.

IX. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

- A.** Providers are often faced with the following challenges that restrict or impact the delivery of mental health treatment services:
 1. Clients not showing for assessment appointments;
 2. Clients not returning for services after completion of an assessment;
 3. Clients not attending scheduled appointments on a regular basis; and
 4. Clients not providing current contact information, including phone numbers.
 5. Coordination of services with other County partners (e.g. Probation, Department of Human Services).

- B. Proposers should address these issues in their proposal by discussing innovative approaches to motivate the clients, and to help them overcome personal barriers to receiving treatment.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security and Information Technology Requirements required as part of this proposal

- A. Protected Health Information is subject to protection under the State and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).
- B. The contractor shall become a Business Associate of the County under the HIPAA and HITECH Act, and shall sign the Business Associate Agreement included in the Agreement for Professional Services.
- C. The Kern County Mental Health Department is required to comply with the Information Exchange Agreement between the Social Security Administration and the California Department of Health Care Services (State Agency). Agencies contracting with the County of Kern through its Mental Health Department are expected to adhere to the guidelines stated in the Information Exchange Agreement.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The desired objectives of this project are to provide community-based, family-oriented, and culturally-competent mental health services for children and adolescents, with the goal of minimizing hospitalizations, out-of-home placements, or placement failures and maintaining or increasing stability.

The effectiveness and productivity of the contractor will be based upon the contractor's ability to meet the desired objectives; successfully engage youth and their caregivers in treatment; assist youth in achieving a behavior functioning level that provides success in the academic setting; decrease behavioral challenges and truancy; develop and monitor measurable goals; and tailor services to fit the individual's need.

The contractor's performance during the course of the fiscal year may impact the funding level of future agreements. All services must be delivered in accordance with the terms set forth in this Exhibit A.

Proposers are encouraged to refer to the attached sample Agreement for Professional Services for an in-depth presentation of the business-related procedures involved with contracting with the County of Kern through its Mental Health Department.

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**EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS**

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury

(including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement

coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of dollars (\$) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing July 1, 2016, and terminating June 30, 2017.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all

invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall

comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern

EXHIBIT C

DEMOGRAPHIC AND SERVICE INFORMATION GSA 4 – WEST BAKERSFIELD

- In fiscal year 2014-15, approximately sixteen thousand, four hundred and forty (16,440) service hours were provided to one thousand, two hundred and twenty (1,220) unique children and adolescents served by the current contracted provider; forty-five percent (45%) were female; fifty-five percent (55%) were male.
- Of the 45% that were female, fifty-eight percent (58%) were Hispanic; twenty-eight percent (28%) were White; and fifteen percent (15%) were Black/African American.
- Of the 55% that were male, fifty-eight percent (58%) were Hispanic; twenty-eight percent (28%) were White; and fourteen percent (14%) were Black/African American.
- Ninety-eight percent (98%) of clients had a preferred language of English; two percent (2%) had a preferred language of Spanish.
- Eighty-three (83%) of caretakers had a preferred language of English; nearly seventeen percent (17%) had a preferred language of Spanish; one (1) caretaker had a preferred language of Vietnamese; and three (3) caretakers preferred American Sign Language.
- The majority of youth served were between the ages of six (6) through thirteen (13).

DEMOGRAPHIC TABLE WITH SERVICE HOURS				
	FEMALE	MALE	TOTAL # OF CLIENTS	SERVICE HRS PROVIDED
BLACK/AFRICAN AMERICAN	85	95	180	2,338
CAMBODIAN	0	1	1	27
FILIPINO	0	2	2	20
HAWAIIAN NATIVE	0	1	1	9
ASIAN/INDIAN	2	2	4	49
MIEN	1	0	1	1
NATIVE AMERICAN	4	4	8	90
HISPANIC	283	341	624	7,890
MULTIPLE	23	26	49	680
UNKNOWN	1	5	6	155
VIETNAMESE	0	1	1	5
WHITE	156	187	343	5,176
TOTALS	555	665	1,220	16,440

PERCENTAGE OF POPULATION BY AGE				
	0-5	6-13	14-17	18-20
FEMALE	14%	50%	34%	3%
MALE	16%	56%	26%	2%

(Source: Fiscal Year 14-15 information collected from various Cerner Community Behavioral Health System reports. Cerner is KCMH's Electronic Health Record)

EXHIBIT D

SCHOOLS LIST GSA 4 – WEST BAKERSFIELD

SCHOOLS LOCATED in GSA 4
Actis Junior High School
Almondale Elementary
American Elementary
Berkshire Elementary School
Buena Vista Elementary School
Castle Elementary School
Centennial Elementary school
Centennial High School
Columbia Elementary School
Del Rio Elementary School
Discovery Elementary School
Endeavor Elementary School
Fairview Elementary School
Freedom Middle School
Frontier High School
Fruitvale Junior High School
General Shafter School
Golden Valley High School
Granite Pointe Elementary
Greenfield Middle School
Hart Elementary
Horizon Elementary School
Independence Elementary School
Independence High School
Kendrick Elementary School
Lakeside Elementary
Lakeside School
Laurelglen Elementary School
Liberty High School
Loudon Elementary School
McAuliffe Elementary School
McKee Middle School
Miller (Douglas J.) Elementary School
Old River Elementary
Ollivier Middle School
Palla Elementary School
Panama Elementary School

SCHOOLS LOCATED in GSA 4
Patriot Elementary School
Plantation Elementary School
Planz Elementary School
Quailwood Elementary School
Ridgeview High School
Rio Bravo Elementary
Rio Bravo-Greeley School
Ronald Reagan Elementary School
Rosedale Middle School
Rosedale North Elementary School
Sandrini Elementary School
Seibert Elementary School
Sing Lum Elementary School
Stine Elementary School
Stockdale Elementary School
Stockdale High School
Stonecreek Junior High School
Suburu (Donald E.) School
Tevis Junior High School
Thompson Junior High School
Valle Verde Elementary School
Van Horn Elementary School
Vista West
Warren Jr. High
Williams (Bill L.) School

EXHIBIT E
CHILDREN'S OUTPATIENT MENTAL HEALTH SERVICES
REFERENCE INFORMATION FORM

Applicant: _____

Provide a list of no fewer than four (4) references that have recently used your Company's/Agency's services under written agreement. State of California or local government contracts are preferred. You may include current or past agreements with Kern County Mental Health as one of the four references. Be sure to include addresses and phone numbers. You may attach an additional sheet if necessary. Failure to provide a list of at least four (4) business references may be cause for rejection of this RFP.

Reference _____ City: _____
Contact _____ Phone () _____
Date: _____

Service _____

Reference Name: _____ City: _____
Contact _____ Phone () _____
Date: _____

Service _____

Reference Name: _____ City: _____
Contact _____ Phone () _____
Date: _____
Service _____

Reference Name: _____ City: _____
Contact _____ Phone () _____
Date: _____
Service _____

Kern County Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

FY 2016 – 2017

AGREEMENT FOR PROFESSIONAL SERVICES

INDEPENDENT CONTRACTOR

(AREA OR TYPE OF SERVICE)

(COUNTY – CONTRACTOR NAME)

THIS AGREEMENT is made and entered into on _____, by and between the County of Kern (hereinafter "County"), a political subdivision of the State of California as represented by the Department of Mental Health (hereinafter "County" or "Department"), and <<CONTRACTOR NAME>> (hereinafter "Contractor"), a «LegalStatus», [whose principle place of business is] [with its principal place of business] located at <<Street Address>>, <<City>>, <<State>>, <<Zip>>.

WITNESSETH:

WHEREAS:

A. Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

B. The Department requires a full continuum of mental health services in a treatment environment that maximizes the integration of the services for Kern County children and adolescent clients residing in the [area] who require [type] services; and

C. County desires to engage Contractor to provide said services and Contractor, by reason of Contractor's qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. TERM.

This Agreement shall commence on July 1, 2016, [the date first written above] and shall remain in effect through June 30, 2017, unless sooner terminated as hereinafter provided.

2. MODIFICATIONS OF AGREEMENT.

Material changes to this Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

3. SERVICES.

Contractor shall provide the services and adhere to the standards of service described in Exhibit "A," Description and Standards of Services which is attached hereto and made a part hereof. Failure to comply with all applicable regulations shall be deemed a material breach of this Agreement and may result in termination of the Agreement.

4. STANDARDS OF SERVICE.

Contractor shall comply with all applicable regulations set forth by the California Department of Health Care Services (DHCS) and any other applicable governing bodies. By this reference, those regulations are made a part of this Agreement. Additionally, County requires Contractor to provide proof of adherence to specific administrative and ethical principles in order to be eligible to contract with County. These principles are included in Exhibit "B," Additional Administrative and Ethical Requirements which is attached hereto and made a part hereof. Failure to comply with all applicable regulations shall be deemed a material breach of this Agreement and may result in termination of the Agreement.

5. COMPENSATION TO CONTRACTOR.

A. County shall reimburse Contractor for costs incurred in the provision of services in accordance with Exhibit "A" up to the maximum amount set forth in Exhibit "C," Funding Schedule, which is attached hereto and made a part hereof. Funds provided to the Contractor may be from one or more of the funding sources detailed in Exhibit "C"; however, County may administratively vary the allocated amount of each funding source within an Agreement after notification to Contractor. All expenses must be necessary and reasonable for the proper and efficient administration of Contractor's services.

1. Payment terms are net thirty (30) days from the date the County receives an acceptable Claim For Payment from the Contractor.

B. Availability of funding.

1. The funding in this Agreement is intended to reimburse Contractor for the actual cost of providing the services listed in [Exhibit "A,"](#) Description and Standards of Service.

2. Maximum contract funding shown in [Exhibit "C"](#) absolutely limits County's liability to Contractor for services provided under this Agreement, in total for the Agreement as a whole and individually for each funding source.

3. No funding other than from sources listed in [Exhibit "C"](#) is available for reimbursement of costs associated with this Agreement.

C. Interim payments.

1. Maximum monthly payment shall not exceed the program's unreimbursed year-to-date pro-rated funding for each individual funding source listed on [Exhibit "C."](#)

2. Requirements for interim payments:

a. Each program specified in this Agreement has been assigned its own Unit and Sub Unit.

b. It is Contractor's responsibility to properly enter all services given into the appropriate Units and Sub Units.

c. Contractor is expected to submit separate cost statements for each program identified in this Agreement.

d. Submission of Cost Statement.

i. County will verify Contractor's cost statements from time to time through its monitoring process. Contractor will be notified of any necessary adjustments in writing. Should Contractor disagree with adjustments, the Contractor shall use the DISPUTE AND ISSUE RESOLUTION process found in Section 22 of this agreement.

ii. Paid costs that are inappropriately charged to County programs are immediately payable to County. The Department may opt to withhold inappropriately charged costs from subsequent claims.

e. Submission of a Claim for Payment form.

i. Contractor must submit a claim for payment with separate claim lines for each program as applicable.

ii. A separate cost statement for each program in this Agreement must be included with the Claim for Payment.

iii. All expenses being claimed in monthly claims for payment must be in conformity with 2 Code of Federal Regulations (CFR) Parts 215, 220, 225 or 230, and 48 CFR 31.2, as applicable, and necessary and reasonable for the proper and efficient administration of Contractor's services in order to be considered for County's reimbursement to Contractor.

iv. Exhibit "D," Statement of Program Cost, which is attached hereto and made a part hereof, depicts County's preferred cost statement format. Contractor's actual cost statement format may vary from Exhibit "D" with explicit written approval from County. Contractor must submit a pro forma Cost Statement format for County's approval prior to using such format for interim claiming purposes.

D. Amending the contract funding.

1. Any change in funding terms between the parties shall require a mutually agreed upon written amendment to the Agreement.

2. County reserves the right to reduce the contract funding during the term of this Agreement based on any of the following elements:

a. Projected underspending of funding based on claims and anticipated costs to date;

b. Contractor not meeting the outcome measurements identified in the contract;

c. Contractor not providing the number of services negotiated between the parties; and/or

d. The County identifying indicators of reduced or unsatisfactory performance.

E. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required

to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 United States Code (USC) Section 201, et seq., or applicable State law. Payments to Contractor shall be made only upon County's receipt of a Claim for Payment form. Such claim shall be submitted to the Director of the Mental Health Department, or his/her designee, within twenty-five (25) calendar days following the end of the month in which services are provided. Contractor's claims for payment submitted beyond the twenty-five (25) day period may be accepted at County's sole discretion. However, such claims must be filed no later than four (4) months following the month that services are rendered.

F. This Agreement is subject to the County's annual appropriation process. In the event that funds representing Contractor's compensation and reimbursement for expenses of the services provided pursuant to this Agreement are not appropriated within the approved County budget in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date County's budget is approved. County will provide Contractor with thirty (30) days prior notice of any such action.

G. Contractor shall be liable for and accountable to County for any and all program funds improperly expended under this Agreement by Contractor or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. County will notify Contractor in writing of any findings supporting a determination of such improper expenditure and shall conduct a conference with Contractor about such findings. Contractor shall reimburse County the amount of any such improper expenditure upon demand but such demand shall be subject to the paragraph to PARAGRAPH 22, DISPUTE AND ISSUE RESOLUTION, contained herein. If such amounts are unsuccessfully disputed, the Prime Interest Rate as published in the Wall Street Journal will accrue from the first business day of repayment demand.

H. No payment shall be made to Contractor if Contractor has any Federal, State or County liens outstanding. Should the County discover a record of an outstanding lien, the County shall immediately notify the Contractor about the lien record, immediately investigate the circumstances, and determine a course of action within thirty (30) days of discovery. The Department may consider a repayment arrangement between Contractor and the lien-maker as reasonably satisfying this Agreement stipulation. Contractor shall provide to County, within fifteen (15) days of request, a copy of the repayment arrangement document(s), the name of the contact person with the lien-maker agency that can verify the repayment arrangement, and a written statement explaining what resources Contractor is using to accomplish the repayment.

I. County will periodically evaluate Contractor's program(s) costs for the purpose of assessing the reasonableness of the County's payments for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare necessary reports and other material to adequately explain Contractor's use of funds as specified in Exhibit "C" of this Agreement. County may prescribe specific report formats and data content as deemed necessary at the sole discretion of County.

J. It is the intent of the County not to make payments that exceed actual costs. Actual costs are those reasonable costs that provide a direct or indirect benefit to the specific County programs under this Agreement and which can be verified by original supporting documentation. In all instances, the

cost guidelines set forth in [Exhibit "E," Cost Guidelines](#) which is attached hereto and made a part hereof, shall apply. When payments are found to be in excess of cost, adjustments to subsequent payments shall be made such that estimated total payments for the Agreement term do not exceed estimated total costs or the maximum sum set forth in [Exhibit "C,"](#) whichever is lower.

K. Monitoring and other reviews may be conducted by DHCS or other governing bodies in accordance with regulations in effect during this agreement. County will recoup payments for all claims disallowed from Contractor as authorized by Title IX of the California Code of Regulations (CCR), Chapter 11, Section 1810.380. Upon receiving notification of disallowed claims, County will send a demand notice to Contractor. Contractor shall reimburse County within thirty (30) days of the date of the demand notice. If disallowed claims are not paid to County within thirty (30) days of the date of the demand notice, County may exercise the option to withhold payments from Contractor until such time as payment is received in full. For all cases, County amounts withheld from Contractor shall be considered as payments to Contractor.

L. All of Contractor's sites where contracted services are provided must be certified in accordance with Medi-Cal Regulations and the Americans with Disabilities Act (ADA). Official fire clearance must take place prior to service provision. If a site is not Medi-Cal certified, or if the renewal is delinquent, the Department will not bill Medi-Cal, or forward payments to Contractor, until site certification is obtained.

M. Contractor shall determine the availability of any third-party insurance or payer source available to client, and notify County if any is available.

6. PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS.

A. County's mental health services program administrator, as defined in Welfare and Institutions Code Section 5607, shall be the Director of the Mental Health Department. Contractor's services pursuant to this Agreement shall be provided and performed under the Director's general guidance or his/her designated representative. It shall be the Contractor's responsibility to determine the specific means and methodology for accomplishing the services required under this Agreement.

B. Contractor agrees to maintain and make available to County accurate books and records relative to all activities of the organization, including Individual Served information and information included in personnel records, limited to that needed for the verification of credentialing, experience and background. Review of the organization's personnel files shall be subject to applicable confidentiality laws. Contractor shall maintain such data and records in an accessible location and condition for a minimum of seven (7) years after the close of the fiscal year in which services are rendered or until all audit issues are resolved, whichever is later. The state of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

C. Contractor shall permit County to audit, examine, and make excerpts and transcripts from such records, and to conduct audits, reviews and monitoring of Medi-Cal and financial records and all other data related to matters covered by this Agreement. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to the County, a copy of Contractor's accounting records prior to an on-site audit by the County. Failure by Contractor to allow review shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and

obtain damages from Contractor resulting from said breach, or County may exercise the option to withhold payments from the Contractor until such time as all required documents are made available. Further, as one component of Medi-Cal records review and financial monitoring Contractor may be required, at the sole option of County, to complete a Corrective Action Plan. County may exercise the option to withhold payments from the Contractor until such time as the County accepts the Corrective Action Plan.

D. FISCAL AUDIT REQUIREMENT

1. At the Contractor's expense, Contractor is required to submit an independent audit report of its financial statements no later than nine (9) months after the close of the Contractor's fiscal year. The audit report shall be performed by a Certified Public Accountant licensed by the state of California. The independent audit shall be conducted in conformity with Public Law 98-502, the Federal Single Audit Act of 1984, the Single Audit Act Amendments of 1996, OMB Circular A-133, 2 CFR Parts 215, 220, 225 and 230, and CFR 48 subpart 31.2, the American Institute of Certified Public Accountants, and Government Auditing Standards, as applicable.

2. **[FOR NONPROFITS MH AND SUD ORGANIZATIONS]** In addition to the basic financial statements, the independent audit shall include a Statement of Functional Expenses. The Statement of Functional Expenses shall include a breakout of all Department expenses with each program identified separately. Contractor shall provide a supplemental schedule to the Statement of Functional Expenses that breaks out all Department expenses for each program. If Contractor provides services to other County departments, then each department shall have a separate categorization. The expenses charged to County programs under the terms of this Agreement as shown in Contractor's financial records must correlate with the costs claimed by Contractor in the annual cost reports.

3. The independent auditor engaged by Contractor shall be required by Contractor to prepare a description of Contractor's methods used to allocate costs to the various programs included in the Statement of Functional Expense. If the complete audit report is not submitted to the County by the due date, County may exercise the option to withhold payments from Contractor until such time as the audit report has been provided.

4. Failure to submit the independent audit within the timeframe stipulated may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to prompt and ensure contract and performance compliance.

5. The independent auditor engaged by Contractor to conduct the independent audit shall be instructed and authorized by Contractor to send the Director and the Kern County Auditor-Controller-County Clerk a copy of the management report prepared by the independent auditor as a part of the engagement. Should the independent auditor prepare any other reports about Contractor's performance, internal control, adherence to applicable laws, rules and regulations or any other matters such other reports shall also be copied to Director and the Kern County Auditor-Controller-County Clerk by the independent Auditor.

7. COST REPORT SUBMISSION.

A. Contractor is required to submit a Mental Health cost report on or before September 30th after the close of the County fiscal year. The cost report shall be prepared in the format required by the County and by the state of California. The costs reported shall be in compliance with Public Law 98-502, the Federal Single Audit Act of 1984, and the Single Audit Act Amendments of 1996, Office of Management and Budget (OMB) Circular A-133, 2 CFR Parts 215, 220, 225, and 230, and CFR 48 subpart 31.2, as applicable. Compensation for services rendered subsequent to September 30th shall be withheld from Contractor until the cost report has been delivered.

B. If Contractor fails to submit a complete annual cost report(s) by such due date, then County may, at its sole discretion, assess a late penalty of ONE HUNDRED DOLLARS (\$100.00) for each day that the complete annual cost report(s) is (are) not submitted. The late penalty shall be assessed separately on each outstanding annual cost report. The late penalty shall commence on the 92nd day following either the end of the applicable fiscal year or the expiration date of this Agreement, whichever comes first, and shall continue thereafter up to the 181st day.

C. Such failure to submit a complete annual cost report(s) may result in County withholding any further payments to Contractor under this or any other Agreement at the sole discretion of County until the complete annual cost report(s) is (are) submitted.

D. In the event Contractor does not submit a complete annual cost report(s) by the 181st day, then all amounts covered by the outstanding annual cost report(s) is (are) outstanding shall be due by Contractor to County.

E. Should County delay providing to Contractor the necessary County maintained cost report data, the beginning date of the late penalty will be changed, at the sole discretion of County, to extend the beginning date in order to reasonably accommodate for the delay.

F. Requests to extend the deadline of cost report submission must be made in writing to the Department's Finance Manager.

G. Contractor may use unaudited financial statements as the basis of cost information for completion of the cost report. Contractor shall forward a copy of the unaudited financial statements to County along with the completed cost report and any work papers necessary to support the amounts reported.

H. At the County's discretion, the Contractor may be required to attend cost report training before the cost report due date. County staff will provide training. The training maybe a group presentation or provided on an individual basis.

8. COST REPORT SETTLEMENT.

The annual cost report establishes state and federal liability to the Department for services represented in that cost report. The settlement process begins with the submission of the Department's cost report to the State, following the close of the fiscal year.

A. Definitions and Timing

1. Initial Cost Settlement: settlement calculation which takes place after receipt of Contractor's audited financial statements and management letter as required in Section 6 D. Fiscal Audit of this agreement. County will review the unaudited financial statements comparing them to audited financial statements after County receives the audited financial statements as required by this Agreement. County will utilize the audited financial statements for settlement calculations. County will use the information in Contractor's financial records to compare with the cost report in order to accommodate any difference in the fiscal year used by County versus Contractor's fiscal year. Upon conclusion of such review, the County will issue a draft report to Contractor. Contractor shall be given thirty (30) days to respond to the draft report. County will review Contractor's response before issuing the final report. Contractor may dispute the final report by following the procedures included in PARAGRAPH 22, DISPUTE AND ISSUE RESOLUTION, contained in this Agreement.

2. State Reconciliation Cost Settlement: settlement calculation which takes place after the Department has received the interim settlement from the State. Approximately fifteen (15) months following the close of the fiscal year, the state issues an interim settlement to the Department based on approved units of service, marking the starting point at which the Department can calculate the state Reconciliation Cost Settlement which will determine the cost settlement between the department and its providers.

3. State Audited Cost Settlement: settlement calculation which takes place after the state has audited the Department. The State Audited Cost Settlement, based on the state audits, cannot be made between the Department and Contractor until the state has completed its cost report audit of the Department and any Contractors selected by the State. That typically occurs three (3) years subsequent to the interim cost report settlement.

4. Settlement Calculation Methodology: The calculation of the cost report settlement follows the same process that the state agencies use:

B. For Medi-Cal and Indigent/Unfunded Services:

The Department will reimburse Contractor's actual costs incurred in the provision of services as specified in Exhibit "A", contained herein and attached hereto, to the maximum extent possible, as County determines, allowing for certain constraints. The maximum amount payable is contractually limited to the total funding of all revenue sources as displayed in Exhibit "C" of the, which is attached hereto. Further, the maximum amount of discretionary funding payable is limited to the total discretionary funding listed in Exhibit "C." Discretionary funding is allotted to the Department principally from state and federal sources, and is annually capped. This cap has implications for Medi-Cal services. Federal Financial Participation (FFP) is unavailable if matching state or local funds are not available. Consequently, if the Contractor claims actual Medi-Cal services that exceed the total match and discretionary funding available to Contractor according to Exhibit "C," the state will recoup such excess FFP and it will not be available to the Contractor. The Department will pay for excess Medi-Cal services to the extent that discretionary funding allows. This may impact the funding that is made available for services to indigent and uninsured individuals, insofar as discretionary funding is diverted to FFP match.

C. For Categorically Funded Services:

The Department will reimburse actual program costs up to the maximum allowable limits stated in Exhibit "C."

1. Maximum reimbursement for this Agreement is limited to the lower of the maximum reimbursement rate, Contractor's actual costs, amounts listed for each funding source delineated in Exhibit "C," as well as the Agreement's total funding in the aggregate.

2. Cost settlements, as defined in this section, will be determined for each funding source specified in Exhibit "C," which lists the maximum funds available for each funding source.

3. All payments made to Contractor during the term of this Agreement are considered to be interim payments. Disregarding the total interim reimbursement, final reimbursement will be settled to the lower of actual cost, per Contractor's annual cost report, or maximum funding, per Exhibit "C."

4. In the event that Contractor has multiple agreements with the Department, all agreements will be taken in aggregate for the purpose of County's settlement-to-cost calculations.

5. Upon completion of the cost report settlement calculations, as defined in this section, if Contractor's reimbursable cost exceeds the total of all interim payments made to Contractor by Department, the remaining reimbursement owed to Contractor will be immediately paid to Contractor by Department.

6. Upon completion of the cost report settlement calculations, if the total of all interim payments made to Contractor by Department exceeds Contractor's reimbursable cost, Department will immediately begin withholding payments for contracted services, such that the entire amount due is fully repaid within no more than twelve (12) months.

7. Department will pursue resolution of any disagreement between Department and Contractor coincident with the withholding.

8. In the event that Contractor's and County's Agreement terminates prior to full collection of settlement amounts due, the remaining unpaid balance will be immediately due. The Department will pursue any and all collection efforts necessary for recoupment of settlement amounts due to Department.

9. Contractor will be notified in a timely manner of any adjustments that state auditors make to its cost report. If Contractor wishes to appeal the state audit adjustments, it must do so within the permitted time period, and in the manner permitted for such appeal as stipulated by the Department of Health Care Services. Contractor shall forward such appeal to the County with sufficient time to permit the County to forward such appeal to the appropriate state authorities all within the permitted time period. County shall have no liability for Contractor's failure to comply with state time frames.

9. FINANCIAL PROVISIONS.

A. (CHILDREN'S SOC AGREEMENTS WITH MEDI-CAL ONLY) Early and Periodic, Screening, Diagnosis and Treatment (EPSDT) Medi-Cal Services and/or Short-Doyle/Medi-Cal Services in accordance with California Code of Regulation Title 9, Chapter 11.

1. Except as otherwise provided in this Agreement, if Contractor provides EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services, then Contractor shall be reimbursed by County for the Federal and State approved Medi-Cal Service Function Code units furnished to eligible Medi-Cal beneficiaries; and/or for the State approved Short-Doyle/Medi-Cal Service Function Code units furnished to eligible Medi-Cal beneficiaries to the extent of actual EPSDT Medi-Cal and/or Short-Doyle/Medi-Cal payments made by the Federal and State governments to County for such services and activities.

2. Such reimbursement by County to Contractor shall be paid solely in County's capacity as the fiscal intermediary for such EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services.

3. Notwithstanding any other provision of this Agreement, if Contractor provides EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services are provided hereunder by Contractor, such services shall comply with, and be compensated in accordance with, all applicable Federal and State reimbursement requirements.

4. If EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services are provided under this Agreement, County will serve as the fiscal intermediary for claiming and reimbursement for such EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services, and to act on Contractor's behalf with the State in regard to claiming reimbursement for EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services.

5. Contractor shall be solely liable and responsible for all data and information provided by Contractor to County in support of all claims for EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services which County submits, as the fiscal intermediary to the State, and for any subsequent State approvals or denials of such claims that may be based on data and information submitted by Contractor. Contractor shall process all EPSDT Medi-Cal and/or Short-Doyle/Medi-Cal Explanation of Benefits (EOB) or other data within the time frame prescribed by the State and Federal governments. County shall have no liability for Contractor's failure to comply with State and Federal time frames.

6. Notwithstanding any other provision of this Agreement, Contractor shall be totally liable and responsible for: (a) the accuracy of all data and information on all claims for EPSDT Medi-Cal services and/or CCR Title IX Short-Doyle/Medi-Cal services which Contractor inputs into ITS, (b) the accuracy of all data and information which Contractor provides to County, and (c) ensuring that all EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services are performed appropriately within Medi-Cal guidelines, including, but not limited to, administration, utilization review, documentation and staffing.

7. As the State designated Short-Doyle/Medi-Cal fiscal intermediary, County shall submit a claim to the Department of Health Care Services for EPSDT Medi-Cal and/or Short-Doyle/Medi-Cal reimbursement only for those services entered by Contractor into ITS. Contractor shall comply with all written instructions from County and/or State regarding EPSDT Medi-Cal and/or Short-Doyle/Medi-Cal claiming and documentation.

8. County may modify the claiming system for EPSDT Medi-Cal services and/or Short-Doyle/Medi-Cal services at any time in order to comply with changes in, or interpretations of, State

or Federal laws, rules, regulations, manuals, guidelines, and directives. When reasonably possible, County shall notify Contractor in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of the modification.

10. REPRESENTATIONS.

Contractor makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement:

A. Contractor has the expertise, training, and experience necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interest adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C. Contractor is willing and able to diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

11. MANDATORY MEETINGS.

Contractor is required to participate, at a monthly provider meeting, and at other meetings as the [Children's System of Care \(SOC\)](#) Administrator may call. Meetings may be held at Contractor's site or at a County location, as the Children's [SOC](#) Administrator determines. Meeting attendees must be familiar with and well versed in the requirements of this Agreement. Failure to comply with this requirement may lead to termination of the Agreement.

12. NON-ASSIGNMENT AND SUBCONTRACTING.

A. Contractor shall not assign, sublet, or transfer this Agreement, or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written and express approval of County.

B. Functions undertaken by Contractor may be carried out under subcontracts only upon obtaining the prior written approval of County. All such subcontracts shall be in writing and shall abide by such Federal, State and local laws and regulations which pertain to this Agreement. No subcontract shall terminate or lessen the legal responsibility of Contractor to County to ensure that all activities under this Agreement will be carried out.

C. This Section is applicable to only those subcontracts entered into by the Contractor, the purpose of which is to provide services required under this Agreement, and not to any other contracted services obtained by the Contractor.

D. Individuals subcontracted to work within contracted programs, who are working under programmatic supervision of Contractor, may be subject to the pre-approval requirement, as determined by County.

E. Subcontracting requirements contained in the agreement between the California Department of Health Care Services (DHCS) and the County of Kern specify the following:

1. No subcontract terminates the legal responsibility of the County to the State to assure that all activities under this contract are carried out.

2. All inpatient subcontracts shall require that subcontractors maintain necessary licensing and certification.

3. Each subcontract shall contain:

a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from the County.

b) Specification of the services to be provided.

c) Specification that the subcontract shall be governed by County and construed in accordance with, all laws and regulations, and all contractual obligations of the County to the State DHCS.

d) Specification of the term of the subcontract including the beginning and ending dates, as well as methods for amendment, termination and, if applicable, extension of the subcontract. The subcontract must be subject to full or partial termination if the Contractor's performance is inadequate.

e) The Contractor's agreement to make all of its books and records pertaining to the goods and services furnished under the terms of the subcontract available for inspection, examination or copying by the Department, United States Department of Health and Human Services (HHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives. The subcontract shall also state that inspection shall occur at all reasonable times, at the Contractor's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the state fiscal year in which the subcontract was in effect.

f) Contractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the County.

g) Contractor's agreement to hold harmless both the State and beneficiaries in the event the County cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

h) The Contractor's agreement to comply with the County's policies and procedures on advance directives and the County's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

i) A requirement that the County monitors the provider and the provider's obligation to provide a corrective action plan if deficiencies are identified.

13. PUBLIC ANNOUNCEMENTS AND LITERATURE.

In public announcements and literature distributed by Contractor for the purpose of apprising Individuals Served and the general public of the nature of its treatment services, Contractor shall clearly indicate that the County of Kern funds the services, which Contractor provides under this Agreement.

14. CONFLICT OF INTEREST.

The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq., of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that it is unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq., during the term of this Agreement.

15. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT.

A. Contractor agrees to furnish County with the names of its officers, owners, stockholders owning more than ten percent (10%) of its stock, and major creditors holding more than five percent (5%) of the debt of Contractor. This information shall become public record on file with the Department of Health and Human Services.

B. Contractor agrees to comply with the requirements set forth in the Federal Regulations 42 CFR 455.104-455.106 in reference to the Medicare, Medicaid, or Title XX service programs.

C. Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any Federal agency or by any department, agency or political subdivision of the State. For purposes of this paragraph, "principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over Contractor's operations. Contractor shall be required to submit a Disclosure of Ownership and Control Interest Statement during the initial contracting, recontracting and/or recredentialing process or upon request by County. Contractor further agrees to notify County within fourteen (14) days of any changes to the requirements stated herein.

D. Contractor agrees to submit to County the completed form attached herein as Exhibit "G," DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT."

16. CONFIDENTIALITY.

A. Contractor shall not, without the written consent of the Department, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

17. HIPAA/HITECH COMPLIANCE.

A. Contractor is a Business Associate under the Federal 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"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

B. Contractor agrees to execute a Business Associate Addendum with County to supplement this Agreement which is attached as Exhibit "F," and incorporated herein by reference.

C. Contractor shall update annually the names and contact information of its current privacy officer, security officer, and compliance officer, in accordance with Federal and State regulations. This information shall be provided to the Department's Compliance Officer no later than the twenty-fifth (25th) calendar of April, and within thirty (30) days of any change of officer(s) during the year.

D. Where applicable Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.

E. Use and disclose only the minimum necessary protected health information.

F. Use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law.

G. Require third parties to whom it may disclose PHI to agree in writing to similar restrictions and to comply with HIPAA.

H. Track disclosures of PHI as required under HIPAA, to include the nature of the information disclosed, the date of the disclosure, to whom the information was disclosed, address of the recipient, if known, and the purpose of the disclosure and provide County with an accounting of such disclosures promptly upon request.

I. Promptly notify County of disclosures of PHI in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of PHI.

J. Promptly make PHI available to County and patients upon request.

K. Permit patients to request amendment to or correction of PHI, amend and/or correct PHI as appropriate when so requested, notify County of requests for correction and amendments to PHI by patients and incorporate into PHI amendments and/or corrections made to PHI by County as directed by County.

L. Contractor acknowledges that PHI received from County shall remain County's property and that within ten (10) business days of County's request or upon termination of this Agreement, said PHI shall be returned to County or be destroyed, if County so directs.

M. If such return or destruction is infeasible, Contractor shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PHI. Contractor has established internal policies and procedures regarding HIPAA Children's System of Care

compliance and privacy and agrees to make such policies and procedures available to County upon request.

N. Contractor agrees to comply with the terms set forth in Exhibit “I,” INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS, from the Department of Health Care Services Performance contract, which discusses controls for public, confidential, sensitive and personal information.

O. Contractor agrees to comply with the terms set forth in Exhibit “J,” PRIVACY AND INFORMATION SECURITY PROVISIONS, from the Department of Health Care Services Performance contract, which discusses Protected Health Information and Personal Information.

P. Contractor agrees to comply with the terms set forth in Attachment “A,” INFORMATION EXCHANGE AGREEMENT BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES, which consists of the Computer Matching and Privacy Protection Act Agreement, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Information with the Social Security Administration, and Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information, as required by the Agreement between the California Department of Health Care Services and the County.

18. COMPLIANCE WITH LAW.

Contractor shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference, including, but not limited to, CCR Title 9, Chapter 11, Section 1810.436(a)(1-5), which provides that:

A. Medi-Cal beneficiaries shall receive the same level of care as provided to all other Individuals Served; and

B. Medi-Cal beneficiaries shall not be discriminated against in any manner; and

C. Rates charged for Medi-Cal beneficiaries shall be the same or less than rates charged to beneficiaries of other programs or private pay individuals; and

D. The rate paid is considered to be payment in full, subject to third party liability and beneficiary share-of-cost for the specialty mental health services provided; and

E. Contractor shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, State, or Federal authorities; and

F. Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.

19. IMMIGRATION REFORM AND CONTROL ACT.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

20. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE.

A. The parties mutually agree to abide by all Federal, State and local laws including, but not limited to, all laws respecting employment discrimination. Each party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to take no action that may be inimical to the other party's faithful performance hereof.

B. Contractor shall provide services which incorporate the racial and ethnic values and beliefs of the Individual Served; and shall deliver such services in a manner which meets the Individual Served and his/her family's life style whenever possible.

21. AUTHORITY TO BIND COUNTY.

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

22. DISPUTE AND ISSUE RESOLUTION.

A. Should a dispute occur concerning Contractor's performance or Contractor's interpretation of specific terms of this Agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, Contractor shall notify County's Children's SOC Administrator of this issue within sixty (60) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, Contractor's factual basis for the issue, Contractor's proposed solutions, and the documentary support for the solutions.

B. County's Children's SOC Administrator shall have fifteen (15) workdays from receipt of the notification to render a decision on the dispute. The County's Children's SOC Administrator may convene a conference between County and Contractor as part of the decision-making process. County's Children's SOC Administrator and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the County's Children's SOC Administrator shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.

C. If Contractor disputes the decision made by County's Children's SOC Administrator, Contractor may request that the Director of the Mental Health Department, or the Director's designee, review the decision. Such request shall be in writing and received by the Director, or the Director's designee,

within five (5) workdays of the date of the Children's SOC Administrator's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the Children's SOC Administrator's decision and any additional information Contractor deems necessary in support of its position. The Director, or the Director's designee, shall have fifteen (15) workdays from the date of receipt of Contractor's request to render a final administrative decision. The Director, or the Director's designee, may convene a conference between County and Contractor as a part of the decision making process. The decision of the Director, or the Director's designee, shall be the final administrative decision. Nothing in this Agreement prevents Contractor from seeking judicial review of such a final administrative decision.

D. Pending conclusion of any dispute, the interpretation placed upon the Agreement by County will govern operation hereunder and Contractor shall proceed diligently with the performance of the Agreement except that Contractor may terminate this Agreement in the manner set forth herein.

E. Contractor Appeal Process. Contractors may appeal a denied or modified request for County payment authorization or a dispute with County concerning the processing or payment of a provider's claim to County.

1. The written appeal shall be submitted to County within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of County's failure to act on the request in accordance with time frames required by the California Code of Regulations, Title 9, "Provider Appeal Process."

2. County has sixty (60) calendar days from its receipt of the appeal to inform Contractor in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the Contractor, and any action required by the Contractor to implement the decision.

3. If the appeal is not granted in full, Contractor shall be notified of any right to submit an appeal to the department as required by the California Code of Regulations, Title 9.

4. If applicable, Contractor shall submit a revised request for County payment authorization within thirty (30) calendar days from receipt of County's decision.

5. If applicable, County shall have fourteen (14) calendar days from the date of receipt of Contractor's revised request for County payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the County's payment authorization

6. If County does not respond within sixty (60) calendar days to the appeal, the appeal shall be considered denied in full by the Mental Health Plan (MHP).

23. REPORTING UNUSUAL OCCURRENCES.

A. Contractor shall report unusual occurrences to the Director, or the Director's designee. An unusual occurrence is any event that jeopardizes the health and/or safety of Individuals Served, staff and/or members of the general public, including but not limited to physical injury and death. Unusual occurrences shall include but not be limited to:

1. Death other than suicide.

2. Death by suspected or known suicide.
3. Suicide attempt requiring Emergency Medical Treatment (EMT).
4. Intentional injury (not suicide attempt) requiring EMT.
5. Client injured another person (e.g., staff/another client/visitor).
6. Tarasoff Report, i.e., client makes a threat to harm another person.
7. Seclusion, restraint or manual containment.
8. Allegations of abuse of client/visitor.
9. Medication prescription and/or administration errors.
10. Client/visitor is victim and/or perpetrator of assault-physical, sexual, or verbal.
11. Allegations of client/visitor property loss.
12. Unauthorized/inappropriate release of PHI.
13. Allegations of unethical relationships or other unprofessional conduct by staff.
14. Observation and/or information regarding:

- a. Questionable or inappropriate staff behavior related to client/visitor care.
- b. Suspected violation of professional licensure and/or ethics.

15. Possibility or threat of legal action and/or negative media attention.

B. Unusual occurrences are to be reported to the Director, or the Director's designee, within five (5) workdays of the event, or as soon as possible after becoming aware of the unusual event. Written reports are to include the following elements:

1. Name and address of the person(s) involved; and
2. Complete written description of the occurrence, including outcomes; and
3. Written report of Contractor's investigation and conclusions; and
4. List of persons directly involved and/or with direct knowledge of the occurrence; and
5. Name and address of Contractor's liability insurance carrier believed to be involved.

C. In addition, Contractor shall provide quarterly occurrence reports to the Director, or the Director's designee, or indication of no occurrences if applicable. Quarterly occurrence reports shall include the following:

1. Date of occurrence;
2. Name of individual(s) involved; and
3. Date occurrence was reported to County.

D. County retains the right to independently investigate unusual occurrences with the cooperation of Contractor.

24. NOTICES.

A. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) business days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

1. To County: Kern County Mental Health Department
Bill Walker, Director
PO Box 1000
Bakersfield, CA 93302-1000

cc: Contracts Management

2. To Contractor: <<Signature Person>>
<<CONTRACTOR>>
<<StreetAddress>>
<<City>> <<State>> <<ZIP?>>

B. County requires Contractor to notify County thirty (30) days prior to any change in name, legal business status, corporate address, service site address, or Contractor's signatory power that occur during the term of this Agreement. At its option, County may choose to acknowledge a notice of these specific changes without a written amendment to the Agreement.

C. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

25. NO THIRD PARTY BENEFICIARIES.

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

26. RECOVERY FROM OTHER SOURCES OR PROVIDERS.

A. The Contractor shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other state or federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

B. The monies recovered are retained by the Contractor. However, Contractor's claims for FFP for services provided to beneficiaries under this contract shall be reduced by the amount recovered.

C. The Contractor shall maintain accurate records of monies recovered from other sources.

D. Nothing in this section supersedes the Contractor's obligation to follow federal requirements for claiming FFP for services provided to beneficiaries with other coverage under this contract.

27. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

28. INSURANCE.

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Department's Contract Monitoring Unit. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to the Department's Contract Monitoring Unit certificates of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Department's Contract Monitoring Unit prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Workers' Compensation and Employers Liability Insurance Requirement – In the event Contractor has employees or volunteers who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700. Contractor shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of ONE MILLION DOLLARS (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

1. Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

a. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

b. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least ONE MILLION DOLLARS (\$1,000,000) each occurrence.

c. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.

2. The Commercial General Liability and Automobile liability Insurance required in this subparagraph B shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on Insurance Services Office (ISO) form Commercial General (CG) 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. Any self-insured retentions in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

4. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three

(3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance – The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. The County Risk Manager must approve any exception to these requirements.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

29. SUBROGATION.

In the event a beneficiary is injured by the act or omission of a third party, or has a potential or existing claim for a workers' compensation award, or a claim/recovery through uninsured motorist coverage, the right to pursue subrogation and the receipt of payments shall be as follows:

A. Contractor may submit to the Department claims for Medi-Cal covered services rendered, but Contractor shall not make claims to or attempt to recoup the value of these services from the above-referenced entities.

B. Contractor shall notify the Department within ten (10) days of discovery of all cases that could reasonably result in recovery by the beneficiary of funds from a third party, third party insurance carrier, workers' compensation award, and/or uninsured motorist coverage.

30. FINANCIAL SOLVENCY.

Contractor shall maintain adequate provisions against the risk of insolvency.

31. MEDICAL RECORDS MANAGEMENT.

A. Contractor shall retain all medical treatment records for a period of at least seven (7) years after the Individual Served is discharged. If the Individual Served is a minor, the medical treatment records shall be retained for at least seven (7) years or for a period of at least one (1) year after the minor attains the age of twenty-one (21), whichever is later. Retention and destruction of medical records are subject to the provisions of Health & Safety Code Section 1457; Title 22 CCR 75343, 70751, and 72543. Such medical records shall be shredded before disposal or may be disposed of in any other commercially practicable fashion, which assures the confidentiality of the Individual Served.

B. Contractor shall obtain written approval for the destruction of the medical records from its Board of Directors. In the absence of a Board of Directors, the President or sole proprietor shall provide written approval for the medical record destruction.

C. A log shall be maintained which shall include, for each record destroyed, at least the following information on the Individual Served: name; chart number; date of birth; social security number; gender; treatment dates; and the date of destruction. The log of records destroyed shall also include the written authorization of the destruction and shall be maintained in such a format and location as to be readily available for purposes of monitoring contractual performance, as well as to provide information in response to legally authorized inquiries.

D. Contractor is authorized and charged with the responsibility of determining when records may be destroyed pursuant to this Agreement and in compliance with applicable law.

E. Contractor shall make any and all records, whether medical or other, generated pursuant to this Agreement available for inspection by the County. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to the County, a copy of Contractor's accounting records prior to an on-site audit by the County. The State of California and/or Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the County herein.

32. FINANCIAL AND STATISTICAL RECORDS.

A. Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this Agreement for a minimum period of five (5) years after the close of the fiscal year in which services are rendered, or three (3) years after final payment is made (Medi-Cal or MHSA), or until all audit issues are resolved, whichever is later.

B. Contractor shall maintain all financial, statistical or accounting records associated with the provision of each type of service described in Exhibit "A" of this Agreement, necessary to support the costs claimed pursuant to this Agreement or any other Federal or State reimbursement claim report form. Moreover, Contractor shall maintain all statistical data necessary to support the allocation of such cost among programs or types of programs and/or among payers, and shall maintain auditable records, in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations, and such other statistical data as shall be necessary to satisfy the requirements of State and Federal law.

C. Contractor shall make any and all records, whether fiscal or other, generated pursuant to this Agreement available for County's inspection. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to the County, a copy of Contractor's accounting records prior to an on-site audit by the County. The State of California and/or Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the County herein.

33. ADDITIONAL PROVISIONS (FOR MEDI-CAL OR MHSA FUNDED PROGRAMS).

A. Books and Records - The Contractor shall maintain such books and records as are necessary to disclose how the Contractor discharged its obligations under this contract. These books and records shall identify the quantity of covered services provided under this contract, the quality of those services, the manner and amount of payment made for those services, the beneficiaries who received covered services, the manner in which the Contractor administered the provision of specialty mental health services and the cost thereof.

Such books and records shall include, but are not limited to, all physical records originated or prepared pursuant to performance under this contract including: working papers, reports submitted to the Department, financial records, all medical and treatment records, medical charts and prescription files, and other documentation pertaining to services rendered to beneficiaries. These books and records shall be maintained for a minimum of three (3) years after the final payment is made and all pending matters closed, or, in the event the Contractor has been notified that the Department, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

The Contractor agrees to include in any subcontract for a sum in excess of Ten Thousand Dollars (\$10,000), which utilizes state funds, a provision that states: "The contracting parties shall be subject to the examination and audit of the Department or Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7)." The Contractor shall also be subject to the examination and audit of the Department and the State Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

B. Transfer of Care - Prior to the termination or expiration of this contract, and upon request by the Department, the Contractor shall assist the State in the orderly transfer of mental health care for beneficiaries in Kern County. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries, as determined by the Department. Costs of reproduction shall be borne by the Department. In no circumstances shall a beneficiary be billed for this service.

C. Department Policy Letters - The Contractor shall comply with all policy letters issued by the Department. The Contractor shall also comply with Department of Health Care Services (DHCS) Letters and Information Notices issued to all Mental Health Plans as defined in California Code title 9, § 1810.226 as such DHCS Letters and Information Notices remain in effect unless amended, repealed, or readopted by the Department. DHCS Letters and Information Notices shall provide specific details of procedures established for performance of contract terms when procedures not covered in this agreement are determined to be necessary for performance under this agreement, but are not intended to change the basis and general terms of the contract.

34. TAX INFORMATION REPORTING.

A. Contractor shall submit its signed IRS form W-9, Request for Taxpayer Identification Number and Certification, or Social Security Number, whichever is applicable, to facilitate appropriate fiscal management and reporting, and to ensure compensation is paid to the proper party.

B. Upon County's request, Contractor shall provide County with certain documents relating to Contractor's employee income tax withholding. These documents shall include, but not be limited to:

1. A copy of Contractor's Federal and State quarterly income tax withholding returns i.e., Federal form 941 and State Form DE-6 or their equivalents.
2. A copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

35. TECHNOLOGY REQUIREMENTS.

A. Contractor shall make reports as required by Director, Director's designee or State regarding Contractor's activities and operations as they relate to Contractor's performance under this Agreement.

1. Contractor shall participate in Information Technology System (ITS), including, but not limited to, Department's Electronic Medical Record (EMR), currently Cerner Community Behavioral Health. Contractor shall report to County, all programs, Individuals Served, staff and other data and information about Contractor's services as required by Director, or Director's designee. Information to be entered into the EMR shall include, but is not limited to: Client Index Card, Client Assignment, Demographic Information, Uniform Method of Determining Ability to Pay (UMDAP) / Financial Review, Third-Party Insurance, Diagnostic Review, Consent to Treat, Release of Information Authorizations. Psychiatric Evaluations and Psychiatric Visits are to be entered into the EHR for mental health treatment services. Client data should only be entered into the EMR if the client has requested services.

2. Based on programmatic requirements, as specified in Attachment A, Contractor shall enter the following information into the Department's EMR: Appropriate Assessment(s), California Outcomes Measurement System (CalOMS) Admission/Discharge/Annual Update (State SUD contracts only), Treatment Plan (based on Program), Treatment Plan Verification, and Progress Notes.

3. Contractor shall provide any billing services, which are not part of the entry of clinical documentation, using one of the following options. The specific option utilized for each contract is at the discretion of the Contractor and shall be indicated in Attachment A. Actual payment to the Contractor is based on the provisions of PARAGRAPH 5, COMPENSATION TO THE CONTRACTOR of this contract.

a. Option 1: Direct Data Entry:

When using this option, the Contractor shall enter service related information directly into the Department's EMR. Such information shall include, but is not limited to Service Code, duration, place of service, etc. For those services requiring a Progress Note, the service is entered as part of the note. For other services (e.g. Bed Days or Dosing), the services are entered directly into screen(s) specific to the type of service provided. Contractor shall enter any billing services, which are not part of the entry of clinical documentation, into the Department's EMR on an average of less than five (5) days from the date the service was provided. In the event that the Department's information system is unavailable or experiencing significant response delays for an extended period of time, the Contractor may submit a request, in writing, for a temporary waiver from the System of Care Administrator. This request for a waiver must include detailed information related to the system outage and/or system response delays, as well as a description of why the system outage and/or response delays have a material impact to the Contractor's individual location or locations experiencing the problem. The System of Care Administrator, or designee, and the Technology Services Division Manager, or designee, will review the request. If approved, the waiver will be limited to a specific date range, and if appropriate, will establish a plan of correction to resolve the specific issues identified in the request.

b. Option 2: HIPAA Standard Transactions

Pursuant regulations found in CFR 45, paragraph 162.923 et seq., the Department will support the Health Care Claims Professional (837P) and Health Care Electronic Payment/Remittance Advice (835) transactions as defined in the Standard Transaction Code Sets (TCS). Because these transactions are based on a concept of Managed Care, the Contractor must submit Authorization Requests to the Department in advance of service provision. The format and timing of these Authorization Requests is specific to each program and will be provided to the Contractor. A Transaction "Companion Guide" shall be provided to the Contractor to delineate modifications and/or specific additions to the Federally provided TCS "Implementation Guide" and the California "Companion Guide."

4. Notwithstanding any other provision of this Agreement, the only units of service which shall be considered legitimate and reimbursable at annual cost report adjustment and settlement time, or

otherwise, shall be those units of service entered by Contractor into the Department's EMR through the use of either Direct Data Entry or the HIPAA TCS transactions.

5. Contractor's staff shall be trained by the Department in the operation, procedures, policies, and all related uses of the Department's EMR. In exceptional circumstances, the SOC Administrator may authorize or direct Contractor to provide some or all elements of EMR training internally. The Technology Services Manager, or designee, must approve any requests for the contractor to provide any EMR training. Staff who have not been trained will not be provided a user identification number and will not have access to the Cerner Community Behavioral Health computer system.

6. Director, or Director's designee, shall endeavor to provide as much advance notice as possible of required data or other information to be reported, but in no event shall such notice be less than fifteen (15) working days.

B. Contractor, in order to access Department policies and procedures, as required in this Agreement, shall secure and maintain Digital Subscriber Line (DSL), broadband, or other comparable high-speed internet access. County will provide access to appropriate information and Department computer systems via a Virtual Private Network (VPN).

C. County may withhold a maximum of ten percent (10%) of any monthly claim for payment, if any data, periodic evaluation data, as described herein, or other information is not submitted by Contractor to County within the time limits of submission as prescribed in this Agreement or as specified by the Director, or Director's designee from time to time; or if any ITS data, periodic evaluation data, or other information is incomplete, incorrect or is not completed in accordance with the requirements of this Agreement or as specified by the Director, or Director's designee. The Director, or Director designee shall endeavor to provide as much advance notice of required data as possible, but in no event shall such notice be less than fifteen (15) working days.

36. CULTURAL COMPETENCE.

A. Contractor shall comply with cultural competence requirements set forth by County, in accordance with Welfare & Institutions Code Section 5600.2 and CCR Title 9 Section 1810.410. Failure to comply with the following requirements may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to prompt and ensure contract and performance compliance.

1. No later than sixty (60) days after the beginning date of the Agreement, Contractor must submit its agency's cultural competence plan to the Department.

2. Contractor must submit its agency's Bilingual Quarterly report prior to the 15th of the month following the close of the calendar quarter.

3. Contractor understands that its staff must receive at least six (6) hours of cultural competence training each year.

37. EMERGENCY AND DISASTER PREPARATION AND RESPONSE.

A. Contractor shall develop and maintain an emergency response plan specific to each service delivery site, which shall be in compliance with the County's Emergency Operations Plan. Plans shall be updated annually, and submitted to the Director or his or her designee upon request, for review and approval. Contractor shall provide, at each service delivery site, annual training to its employees regarding the provisions of Contractor's plan. Failure to develop an emergency response plan, and train staff on the provisions of the plan, may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to prompt and ensure contract and performance compliance.

B. County shall provide and facilitate National Incident Management System (NIMS) training for Contractor's employees.

C. In the event the Federal government declares an emergency, County may, at its option, declare that the Contractor's employees may become County or State emergency workers, under the supervision of the Director or his or her designee.

38. NATIONAL PROVIDER IDENTIFICATION.

A. Contractor understands that it must comply with the National Provider Identification (NPI) system, and will provide to the Department NPI numbers for all staff providing direct health care or clinical services. The Contractor further agrees to verify the NPI number(s) upon hiring staff, and to apply for NPI numbers on new employees within five (5) business days of the hiring date. The NPI must be reported to the Department no later than the first billing for services. The Contractor further understands and agrees that electronic billings for services will not be accepted without the inclusion of the NPI number(s). Contractor shall notify the department within forty-eight (48) hours of any change to staff NPI numbers or related information, including the termination of employment of any Contractor staff. NPI numbers are also required for each physical delivery site.

B. Federal and State government departments maintain lists of providers and individuals who are not eligible for payment for services. The United States Department of Health and Human Service, Office of the Inspector General, maintains the List of Excluded Individuals/Entities. The California Department of Health Care Services maintains a Medi-Cal Suspended and Ineligible Provider list. These lists include entities and individuals who have been suspended from receiving payments for services provided under any provider number to Medi-Cal beneficiaries.

C. The parties mutually represent and warrant to one another that they and their respective representatives are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care program as defined in 42 U.S.C. section 1320a-7b (f) (the Federal health care programs) and/or present on the exclusion database of the Office of the Inspector General ("OIG"), the Government Services Administration ("GSA") or the Medi-Cal ineligible list; (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) debarred, suspended, excluded, or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved sub-contracts or from receiving federal financial and nonfinancial assistance and benefits.

D. This shall be an on-going representation and warranty during the term of this Agreement and a party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this section. At a minimum, the parties shall verify all current staff against the aforementioned sources once per month. Any breach of this section shall give the non-breaching party the right to terminate this Agreement immediately.

E. If Contract or subcontractor is listed this Agreement shall terminate consistent with the guidelines in PARAGRAPH 50, IMMEDIATE TERMINATION. Contractor shall provide, at minimum, a quarterly affirmation of review to the System of Care Administrator and shall, as prescribed by Department, report any provider, individual, employee or subcontractor provider, appearing on any of these lists.

39. CHOICE OF LAW/VENUE.

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the county of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

40. NON-WAIVER.

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

41. ENFORCEMENT OF REMEDIES.

No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

42. CAPTIONS AND INTERPRETATION.

A. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

B. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

43. TIME OF ESSENCE.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

44. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

45. NON-COLLUSION COVENANT.

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has not received from County any incentive or special payments, or considerations not related to the provision of services under this Agreement.

46. ENTIRE AGREEMENT.

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

47. NEGATION OF PARTNERSHIP.

In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether Federal, State or local, and compliance with any and all other laws regulating employment.

48. SEVERABILITY.

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

49. TERMINATION.

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

50. IMMEDIATE TERMINATION.

Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience, or skill to perform the required services under this Agreement; or in the event that continuation by Contractor in the providing of services may result (i) in civil, criminal, or monetary penalties against County, (ii) in the breach of any Federal or State or regulatory rule or regulation or condition of accreditation or certification, or (iii) the loss or threatened loss of County's ability to participate in any Federal or State health care program, including Medicare or Medi-Cal.

51. SIGNATURE AUTHORITY.

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:

Mental Health Department

COUNTY OF KERN

Board of Supervisors

By: _____

Bill Walker, LMFT, Director

By: _____

_____, Chairman

"County"

APPROVED AS TO FORM:

Office of the County Counsel

<<CONTRACTOR>>

By: _____

Gillian Greenfeld, Deputy

By: _____

<<Signature Person, Title>>

"Contractor"

EXHIBIT “A” – DESCRIPTION AND STANDARDS OF SERVICES

GEOGRAPHIC SERVICE AREA

(Children’s Outpatient Mental Health Treatment Services)

I. GUIDING PRINCIPLES

The Kern County Mental Health Department (hereinafter “Department” or “County”) has embarked on a system-wide performance improvement process with the goal of implementing a system of care characterized by welcoming, accessible, recovery-oriented, person and family-centered, co-occurring disorder capable and culturally competent service delivery system.

The following standards are intended to provide a structure for services offered by Department contracted providers.

- A.** Contractor shall aim to increase stability and minimize hospitalizations, out-of-home placements, and placement failures among the clients served by providing community-based, family-oriented, and culturally-competent mental health services for children and adolescents to increase their likelihood of remaining in the home, staying in school and being law-abiding citizens.
- B.** Contractor shall utilize the program outcome measures tool, ratings on the the Assessment and Discharge forms, which will measure progress in areas such as academic, behavior, and social relationships to determine if there was any change over the course of treatment.
- C.** Contractor accepts that it is a member of a network of providers of the Kern County Mental Health Children’s System of Care; a continuum of care that includes crisis intervention, hospitalization, and outpatient mental health services. Contractor readily accepts and shares the responsibility of providing quality services to all individuals served.
- D.** Contractor shall demonstrate support of the Kern County Children’s Mental Health System of Care by sharing information and resources and actively seeking to recruit staff and volunteers who are bilingual, bi-cultural, and who represent the ethnic and cultural diversity of the community it serves.
- E.** Contractor recognizes that within its current caseload are clients who have co-occurring substance use disorders. It is important that these individuals are welcomed into care without experiencing stigma, and that the number of these individuals begins to be more accurately identified so that needs can be more effectively recognized and met within the system as a whole.
- F.** Contractor shall strive to participate in local area collaboration efforts and organized collaborative organizations and networks, to raise awareness and educate its partners regarding the scope and breadth of mental health and substance abuse prevalence in the community it serves.
- G.** Contractor programs and activities shall maintain a drug and alcohol-free environment at all times.

- H. Contractor shall collaborate with other programs, including substance use disorders treatment programs, when using multiple social systems and levels of care within a community.
- I. The family unit is considered an integral piece of the treatment program for a person experiencing mental health and substance use disorders. Treatment interventions must at all times consider issues of family dynamics and relationships, including the possible presence of co-occurring mental health disorders in the family.
- J. Contractor shall ensure that the dignity of all individuals and communities is preserved when working with people of color, underserved or disenfranchised persons.
- K. Contractor shall ensure that all pertinent written, oral and symbolic materials for the individual and family (including, but not limited to, signage, pamphlets, educational brochures, referrals to resources or speakers, audiovisuals and self-help kits) are interpreted in the primary language of, and from the appropriate cultural perspective of, the communities served whenever possible.
- L. Contractor shall continually evaluate the needs of the communities being served, and shall endeavor to meet those needs at all times. Further, Contractor shall incorporate the values of the community into its activities, services, and programs.

II. POPULATIONS TO BE SERVED

Clients served by this Contractor shall be individuals with serious and persistent mental illness with severe functional impairments or young adults up to 21 years of age with serious emotional disturbances. Many of these individuals may have co-existing problems such as substance use disorders, homelessness or involvement in the criminal justice system.

- A. **Children, adolescents and young adults with Medi-Cal** are beneficiaries under twenty-one (21) years of age who meet the diagnosis criteria as contained in CCR Title 9 Section 1830.205. For beneficiaries under twenty-one (21) years of age who are eligible for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services and who do not meet the medical necessity requirements of Section 1830.205 (b)(2)-(3), medical necessity criteria for specialty mental health services shall be met when all of the following exist: 1) beneficiary meets the diagnosis criteria (1830.205 (b)(1), 2) the beneficiary has a condition that would not be responsive to physical health care based treatment and 3) requirements of Title 22, Section 51340(e)(3)(A) are met for targeted case management services.
- B. **Uninsurable persons** as defined in Welfare and Institutions Code Sections 5600.3, et seq. (Bronzan-McCorquodale Act) who are suffering from a mental illness that is serious, persistent, and causing severe functional impairments.

III. ACCESS TO TREATMENT

Services to the target population, including all ethnic groups in the Geographic Service Area (GSA), shall be planned and delivered so as to ensure access.

A. Initial Service Information

- 1. Contractor shall provide beneficiaries with a booklet and a current provider list upon request and when first receiving a specialty mental health service.

2. Contractor shall make available a provider list that contains names, locations, telephone numbers, and non-English languages spoken by current contracted providers in the beneficiary's service area
3. Contractor shall make the beneficiary booklet and the provider list available in English and Spanish.
4. Contractor shall make written materials in English and Spanish available to beneficiaries with special needs; for example, visual disability or limited reading proficiency.
5. Contractor shall inform beneficiaries that information is available in alternative formats and how to access those formats.

B. Timeliness of Access to Treatment

1. Contractor shall ensure the use of "Scheduler" within the Electronic Medical Record (EMR) as a methodology for measuring timeliness to access.
2. Contractor shall use and maintain the County's approved electronic "initial request log" for all initial requests via telephone, in writing or in person for mental health services. The log shall contain the name of the beneficiary, the date of the request, and the initial disposition of the request.
3. For routine appointments, contractor shall provide a mental health assessment within fourteen (14) calendar days following receipt of the request for service.
4. For urgent appointments, contractor shall initiate services within twenty-four (24) hours following receipt of the request for service.
5. Contractor shall ensure 24/7 access to urgent and emergency services by:
 - a. posting emergency telephone numbers in English and Spanish at the entrance(s) commonly used by client and that includes the contractor's own crisis number, and;
 - b. telephonic messages for after hours and weekend coverage.
6. Contractor shall provide a minimum of one (1) clinical service within seven (7) calendar days of hospital release.

C. The National Voter Registration Act of 1993 (NVRA)

1. Contractor must give a voter registration card (VRC) and a NVRA voter preference form to beneficiaries regardless of whether they indicate they want to register or not at the time of application of services, renewal of, recertification and when the contractor is notified of the clients change of address.
2. Contractor shall provide assistance in completing these forms as requested.
3. Contractor shall accept and transmit completed VRC's to the County election officials within ten (10) days.

4. The contractor must submit the VRC to the County Elections Office within five (5) days of the voter registration deadline.
5. The contractor shall obtain VRC's from the County Elections Office to ensure proper tracking in NVRA VRC's.
6. Contractor shall inform clients that receipt of services is not linked in any way to the client's decision to register or not to register.
7. Contractor shall ensure that employees do not seek to influence the client's decision to register or not to register to vote nor to influence the clients' political party preference.
8. Contractor must retain the NVRA voter preference form for twenty-four (24) months. County will determine the manner in retaining and filing the forms.
9. Contractor shall ensure all staff are trained annually on the NVRA requirements and how to assist clients with voter registration.

IV. SERVICES

Contractor shall provide community-based, family-oriented and culturally-competent outpatient mental health treatment services to children and adolescents to increase their likelihood of stability and success in a variety of settings, which will include, but not be limited to home, foster placement, and school.

- A. Specialty Mental Health Services refers to mental health services (e.g. assessment, plan development, individual, group or family therapy, rehabilitation) medication support services; crisis intervention; targeted case management; psychiatrist services; and psychological services.
- B. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Supplemental Specialty Mental Health Services must meet each of the intervention criteria listed:
 1. The focus of the proposed intervention(s) is to address the condition identified or for Full-Scope Medi-Cal beneficiaries under age of twenty-one (21) years of age, a condition as a result of the mental disorder can be corrected or ameliorated; and
 2. The expectation is the proposed intervention will do, at least one (1) of the following:
 - a. significantly diminish the impairment;
 - b. prevent significant deterioration in an important area of life functioning;
 - c. allow the beneficiary to progress developmentally as individually appropriate; and
 - d. correct or ameliorate the mental health condition or diagnosis for full-scope Medi-Cal beneficiaries under twenty-one (21) years of age.
- C. **Therapeutic Behavioral Services (TBS)** are supplemental specialty mental health services covered under the EPSDT benefit as defined in CCR Title 9 Section 1810.215.

These are services to beneficiaries under twenty-one (21) years of age. TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08-38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010) and the TBS Documentation Manual, version 2 (October 2009). TBS is to be provided in accordance with KCMH Policy 5.4.3.

- D. Mental Health Services Act (MHSA) Wraparound Services** are intensive services to beneficiaries at risk of hospitalization, placement change, incarceration or crisis. The goal is to reduce the level of impairment in their daily functioning and reduce the need for emergency services. These services are typically home-based, assisting families with providing supportive services, such as increased mental health services including TBS. Behavior shaping and redirection are two (2) essential components of service delivery. Specialized sub-units in the electronic medical record are used to document these services.
- E. Intensive Care Coordination (ICC)** is a service offered to children/youth, up to age twenty-one (21), who are members of a class of children covered by a court settlement agreement in a lawsuit *Katie A. v. Bonta* (Pathways to Mental Health Services). While ICC key service components are very similar to Targeted Case Management (TCM), ICC services must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met.
- F. Intensive Home Based Services (IHBS)** are services offered to children/youth, up to age twenty-one (21), who are members of a class of children covered by a court settlement agreement in a lawsuit *Katie A. v. Bonta* (Pathways to Mental Health Services). IHBS are intensive, individualized and strength-based, needs-driven, home-based intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of their plan.
- G. Language and Cultural Competence**

 - 1. Limited English Proficient (LEP) individuals have a right to free language assistance services, and to be informed how to access such services.
 - 2. The contractor shall document that the individual was offered interpreter services.
 - 3. The contractor shall ensure the interpreters are trained and monitored for language competence.
 - 4. Whenever feasible and at the request of the individual, the contractor shall provide an opportunity for the individual to change to a more cultural-specific provider.
 - 5. The contractor shall have a plan for cultural competency training for the staff of the agency.

V. Documentation Standards

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record, as follows:

A. Assessment shall document the following:

1. Presenting Problem. The beneficiary's chief complaint, history of presenting problem(s), including current level of functioning; relevant family history and current family information.
2. Relevant Conditions and Psychosocial Factors. Aspects that affect the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors and history of trauma or exposure to trauma.
3. Mental Health History. Previous treatment, including with other providers; therapeutic modality (e.g., medications, psychosocial treatments) and response; and inpatient admissions. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports.
4. Medical History. Relevant physical health condition(s) reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. For children and adolescents: Include prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports.
5. Medications. Information about medication the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medication, and documentation of an informed consent for medication.
6. Substance Exposure/Substance Use. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter drugs, and illicit drugs.
7. Client Strengths. Documentation of the beneficiary's strengths in achieving client plan goals.
8. Risks. Situations that present a risk to the beneficiary and/or others, including past or present trauma; mental status examination;

A complete diagnosis from the most current Diagnostic and Statistical Manual of Mental Disorders (DSM), or a diagnosis code from the most current International Classification of Diseases (ICD) shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and additional clarifying formulation information, as needed.

B. Informed Consents are required to be signed by the beneficiary and contained in the medical record, and; consist of:

1. Consent to Treatment

2. Consent to Exchange Information
3. Consent to Medications
 - a. Contractor shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

C. Treatment Plans must be individualized for each client's needs. It is not acceptable to indicate "Ad Hoc" for the frequencies of Interventions. The frequencies must be specific to meet the beneficiary's need.

1. The client's treatment plan must contain the following elements:
 - a. Specific, observable, and/or specific quantifiable goals/treatment objectives.
 - b. The proposed type(s) of intervention / modality.
 - c. The proposed frequency and duration of intervention(s).
 - d. Interventions that focus and address the identified functional impairments as a result of the mental disorder.
 - e. Interventions consistent with client plan goal(s)/treatment objective(s).
 - f. Plan consistent with the qualifying diagnoses.
 - g. Legible documentation.
2. The client's treatment plan must be signed and dated by at least one (1) of the following:
 - a. A person providing the services.
 - b. A person representing a team or program providing the service(s).
3. The client's treatment plan is used to establish services and provided under the direction of an approved category of staff. If the signing staff is not of the approved categories, one (1) of the following must sign and date:
 - a. A Physician
 - b. A Licensed/Waivered Psychologist
 - c. A Licensed/Registered/Waivered Social Worker

- d. A Licensed/Registered/Waivered Marriage and Family Therapist
 - e. Licensed/Registered/Waivered Professional Clinical Counselor
 - f. A Registered Nurse
 - g. A Certified Psychiatric Nurse Practitioner
4. The treatment plan must document the client's degree of participation and agreement with the plan as evidenced by one (1) of the following:
 - a. Reference to the client's participation and agreement with the treatment plan; or
 - b. The client's signature and date, and the client's parent or legal guardian's signature and date on the treatment plan; or
 - c. A description of the client's participation and agreement in the medical record.
 5. The client's signature and date, as well as the signature of the client's parent or legal guardian and date are required on the treatment plan. When the client or the client's parent or legal guardian refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.
 6. There must be documentation that the contractor offered a copy of the treatment plan to the client.
 7. The treatment plan must be updated at least annually, and when there are significant changes in the client's condition.

D. Progress Notes shall describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:

1. Timely documentation of relevant aspects of client care, including documentation of medical necessity;
2. Documentation of client encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions;
3. Interventions applied, client's response to the interventions and location of the interventions;
4. Documentation of referrals to community resources and other agencies, when applicable;
5. Documentation of follow-up care, or as appropriate, a discharge summary;
6. The date the services were provided;
7. The amount of time taken to provide services; and

8. The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.

VI. DOCUMENTATION AND THE ELECTRONIC MEDICAL RECORD

Kern County Mental Health implemented the Anasazi Software for its electronic health record in July, 2006 among all mental health and substance use disorder treatment programs. Now known as the Cerner Community Behavioral Health Software, it has received Complete Electronic Health Record Certification for Meaningful Use by the Drummond Group's Electronic Health Record ONC-ATCB program. The Drummond Group is a testing and certification body that is authorized to grant systems ARRA-Certification for Meaningful Use. This certification supports the State 1 meaningful use measures required by eligible providers to obtain funding under the American Recovery and Reinvestment Act.

Cerner Community Health Software offers nine different modules specifically designed and developed for the behavioral health industry. The Department utilizes seven (7) of these modules including Doctor's Homepage, Clinicians' Homepage, Client Data, Assessment and Treatment, Scheduling, Managed Care, and Management Reports.

The Department supports the use of the Cerner Software in a variety of ways. It purchased all the licenses for all contracted mental health and substance use disorder programs, segregates mental health from substance use disorder charts by providing categories of treatment to ensure privacy and security, customized assessments and treatment plans to meet the various California regulations governing services, and has built the California billing algorithms to ensure compliance with state and federal laws.

The electronic health record also supports the various reporting requirements of the Department. It includes the demographic information, referral and discharge codes to match various reporting requirements, and outcomes systems created by state government.

Cerner is HIPAA compliant and preserves the security and privacy of each individual served by the Department. Audit reports are monitored by the HIPAA Compliance Officer of the Department.

The electronic health record works in tandem between the assessment, treatment plan, and progress notes. The billing rules ensure that any service expected to be reimbursed is compliant with regulations including the qualifications and license/certification status of the provider.

A. Frequency of Documentation

Progress notes shall be documented at the frequency by type of service indicated below:

1. For every service contact:
 - a. Mental Health Service
 - b. Medication Support Service
 - c. Crisis Intervention
 - d. Targeted Case Management

2. Additionally,
 - a. All entries to the beneficiary record shall be legible.
 - b. All entries in the beneficiary record shall include:
 - i. The date of service.
 - ii. The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - iii. The date the documentation was entered in the beneficiary record.

B. Timeliness of Documentation of Progress Notes

Contractor is responsible for compliance with medical record standards as defined by County. All clinical service documentation shall be completed and entered into the electronic medical record in a timely manner from the date of service.

1. Documentation later than two (2) days shall be annotated as "late."
2. Documentation later than fourteen (14) days will require supervisor approval.
3. Documentation later than thirty (30) days will be suspended

C. Completeness of the Documentation

Contractor shall ensure the case record includes the following individual information:

1. Telephone number(s)
2. Address
3. Designated "Single Accountable Individual" (SAI).
4. Financial data updated on a monthly basis including Medi-Cal eligibility, other health insurance coverage, etc.

D. Tele-Health Services

For the purposes of this agreement, Tele-health shall be defined as direct mental health psychiatric services delivered in a remote manner, utilizing approved, secured video technology and where the party receiving services is located in a Medi-Cal treatment site certified by the Department and the party providing the services is at a location that may or may not be a Medi-Cal certified treatment site.

Contractor shall request and obtain written approval from the Department prior to providing services via Tele-health technology. Please refer to appropriate exhibit for additional standards.

E. Tele-Health Equipment

Contractor agrees the tele-health equipment (also known as “tele-psychiatry equipment”) is on loan to Contractor, and Contractor retains no rights of title or ownership pursuant to the agreement. The equipment is provided “as is” and contractor shall maintain the equipment in good working condition at all times. Contractor shall release equipment to County immediately upon demand and shall provide County the access to equipment upon request. Contractor shall not loan equipment to any third party for any purpose. Technical and maintenance support shall be provided by the Department’s Help Desk.

Contractor shall not move or relocate equipment without prior approval from County. County assumes all risks of loss or damage during shipping or; if caused by County during installation process. After installation, Contractor agrees to assume all risks of loss or damage to equipment furnished under this agreement.

VII. SITES AND HOURS

A. Location of Service

1. Contractor shall have a full-service site(s) centrally located and easily accessible within the GSA assigned by this agreement to meet the needs of the area population.
2. The site must be appropriate in size and configuration to provide sufficient space for staff and records to ensure compliance with all applicable federal and state privacy and security laws and regulations. Upon approval by County, additional sites may be added for remote locations in the GSA.
3. All locations must be certified by the Department to deliver Specialty Mental Health Services.
4. The contractor shall possess the necessary license to operate, if applicable, and any required certification.
5. The space owned, leased or operated by the contractor and used for services or staff shall meet local fire codes.
6. The physical plant of any site owned, leased, or operated by contractor and used for services or staff shall be clean, sanitary, and in good repair.
7. The contractor shall establish and implement maintenance policies for any site to ensure the safety and well-being of clients and staff.

B. Hours of Service

1. Contractor shall provide services at times that meet the needs of the clients, and specific regulations and requirements of specific funding sources. This may include evenings and weekends.
2. Contractor shall post, in English and Spanish, available business hours and how to access urgent services after regular business hours.

3. Contractor shall be aware that some funding sources in this Agreement may require specific hours of operation to include evenings and/or weekends, and programs must adhere to those requirements.
4. The contractor ensures specialty mental health services are available to treat beneficiaries who require services for an emergency or urgent condition 24/7. "Urgent condition" means a situation experienced by a beneficiary that, without timely intervention within twenty-four (24) hours, is highly likely to result in an immediate emergency psychiatric condition.

VIII. STAFFING

- A. The contractor's head of service, for each site/satellite, as defined by CCR Title 9 Section 622 through 630, must be a licensed mental health professional.
- B. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services which require a license, waiver, or registration consistent with WIC Section 5751.2 and CCR Title 9 Section 1840.314(d).
- C. Contractor shall have sufficient staff to claim Federal Financial Participation (FFP) for the services delivered to Medi-Cal beneficiaries as described in CCR Title 9 Section 1840.344 through 1840.358 as appropriate and applicable.
- D. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- E. The contractor shall demonstrate that its providers are credentialed as required by 42 C.F.R., 438.214.
- F. Contractor shall submit proof of licensing for current staff as required by County.
- G. Contractor shall ensure all staff providing services on school campuses have been fingerprinted and have a satisfactory completion of a criminal history background check through the Department of Justice. For staff providing services on Bakersfield City School District (BCSD) campuses, in addition to DOJ clearance, contractor shall ensure that all staff have been fingerprinted and have a satisfactory completion of a criminal history background check through the Federal Bureau of Investigation (FBI). Additionally, all staff requesting access to BCSD campuses must have received Tuberculosis (TB) clearance within one (1) year prior of requesting access, and annually thereafter. Contractor shall provide written affirmation of all appropriate clearances for their employees for each access to BCSD campus request submitted to KMCH. Contractor shall also submit an affirmation of clearances upon request from County.
- H. Contractor understands that it must comply with the National Provider Identification (NPI) system, and will provide to the Department NPI numbers for all staff providing direct health care or clinical services.
- I. Contractor shall review the United States Department of Health and Human Services, Office of the Inspector General's list of excluded individuals/entities and the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider list and provide affirmation of review at least quarterly. Any of contractor's employees found to be on either list shall be reported immediately to the System of Care administrator.

IX. COUNTY STANDARDS/POLICIES AND PROCEDURES

The following standards have been developed by Department and are required as a part of this agreement:

- A.** Contractor shall complete and maintain the Client Financial Review form for all persons served.
- B.** Contractor shall provide to Department, upon request, all forms including prescription forms, report forms and outcome measures.
- C.** Contractor shall follow Department's policies and procedures relating to the transfer of a client to another GSA treatment provider within Kern County. This includes maintaining service responsibility for a client until such time as the individual is successfully linked with a new treatment provider.
- D.** Contractor shall close charts for clients not seen for an appointment in ninety (90) days or the individual shall be re-engaged in services, whichever is appropriate.
- E.** Contractor shall close charts within ten (10) days of a client's last planned service or verification of a transfer of care.
- F.** Contractor shall ensure continuity and coordination of care with physical health care providers and coordinate with providers when beneficiaries no longer meet medical necessity criteria for specialty mental health services.
- G.** Contractor shall work with Social Security Administration within the first thirty (30) days of service provision when a beneficiary is not a resident of Kern County to change the county of residence.
- H.** Contractor staff shall sign an oath of confidentiality and code of ethics and make available to County when requested.
- I.** Contractor shall participate in evaluation projects when requested by County.
- J.** Contractor staff shall attend Daily Treatment Focus (DTF) meeting(s) when beneficiaries are hospitalized to participate in care and/or discharge planning.
- K.** County shall provide contractor with access to all applicable policies and procedures through the Intranet site known as MH Net. Contractor will be expected to review MH Net on a regular basis.
- L.** Contractor staff, including screeners and support staff, shall receive a minimum of six (6) hours of cultural competency training on an annual basis.
- M.** Contractor shall report a death or serious incident involving a beneficiary to the designated System Administrator as soon as possible. The contractor's Morbidity/Mortality (M/M) Committee shall submit a completed report to the Administrator within one (1) month of the incident.
- N.** Contractor shall participate in "service verification" protocols as defined by County.

X. PROBLEM RESOLUTION PROCESS

While the County has responsibility to represent the County's position in fair hearings, the contractor is expected to develop a problem resolution process that enables the beneficiary to request and receive review of a problem or concern s/he has about any issue related to the contractor's performance of its duties, including the delivery of specialty mental health services.

- A.** Contractor shall assure each beneficiary has adequate information about the problem resolution process by providing the beneficiary handbook.
- B.** Contractor shall post County-approved notices explaining the grievance, appeal and expedited appeal process in all provider sites.
- C.** Contractor shall make available forms that may be used to file grievances, appeals and expedited appeals and self-addressed envelopes beneficiaries can access at all provider sites without having to make a verbal or written request to anyone.
- D.** Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal or expedited appeal.
- E.** Contractor shall have procedures for beneficiary problem resolution processes that maintain the confidentiality of each beneficiary's information.
- F.** Contractor shall maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one (1) working day of the date of receipt of the grievance or appeal and make available to County upon request.
- G.** Department's Patient's Rights Advocate should be involved immediately should Contractor not be able to resolve the beneficiary's issue immediately.

XI. NOTICE OF ACTION (NOA)

Consistent with 42 C.F.R Section 438.40(b) and CCR Title 9, Section 1810.200, "Action" means a) a denial, modification, reduction or termination of a specialty mental health service; or b) a determination by contractor that the medical necessity criteria have not been met and the beneficiary is not entitled to any specialty mental health services; or c) failure to provide a specialty mental health service within the timeframe for delivery of service established by county; or d) a failure of the contractor to act within the timeframes for resolution of grievances, appeals, or the expedited appeals.

- A.** Contractor shall provide a written NOA-A to the beneficiary when it determines beneficiary does not meet the medical necessity criteria that is eligible for any specialty mental health service.
- B.** Contractor shall provide a written NOA-B to the beneficiary when County denies, modifies, or defers (beyond timeframes) a payments authorization request from a provider for specialty mental health service.
- C.** Contractor shall provide a written NOA-C to the beneficiary when the County denies payment authorization of a service that has already been delivered to the beneficiary as a result of a retrospective payment determination.

- D. Contractor shall provide a written NOA-D to the beneficiary when the County fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals.
- E. Contractor shall provide a written NOA-E to the beneficiary when the contractor fails to provide a service in a timely manner, as determined by the county.
- F. Contractor shall offer a second opinion from a qualified health care professional within the County Network, at no cost to the beneficiary when its providers determine that the medical necessity criteria in CCR, title 9, chapter 11, section 1830.205(b)(1), (b)(2) or (b)(3)(C) and section 1830.210(a) have not been met and that the beneficiary is, therefore, not entitled to any specialty mental health services or at any time during treatment. The county shall determine whether the second opinion requires a face-to-face encounter with the beneficiary.
- G. Copies of NOA's shall be provided to Department on a monthly basis.

XII. PERFORMANCE STANDARDS

County has established the following measures to monitor clinical performance. Clinical documentation in the medical record is used to create reports each quarter. When these reports indicate a need for improvement, the contractor shall be required to submit a plan of correction.

- A. A minimum of twenty-five percent (25%) of all services shall be delivered outside the clinic;
- B. A minimum of fifteen percent (15%) of school services shall be delivered during the 2nd through 4th quarters; eight percent (8%) during the 1st quarter;
- C. A maximum of fifteen percent (15%) of telephone service hours shall be provided;
- D. A minimum of five percent (5%) of services shall be delivered in the home;
- E. A minimum of twenty-five percent (25%) of family services shall be delivered;
- F. A minimum of four percent (4%) of unique clients shall receive TBS;
- G. A maximum of ten percent (10%) of case consultation hours shall be provided; and
- H. All charts for clients not seen for an appointment in ninety (90) days shall be closed, or the client re-engaged in services, whichever is appropriate.
- I. Additional Katie A. service delivery standards:
 - 1. All Katie A. referrals of non-group home Subclass members received through the Special Multi-disciplinary Agency and Referral Team (SMART) committee, and determined to meet medical necessity, shall receive an ICC service within thirty (30) days.
 - 2. All Katie A. eligible youth shall be opened to the Katie A. Client Category prior to receiving ICC or IHBS.

3. All Subclass youth not living in a group home shall receive an ICC service no less than one (1) time every ninety (90) days.
4. Contractor is expected to meet department standard for providing IHBS, which is currently set at a minimum of thirty percent (30%) for Subclass members.
5. For all youth opened to the Katie A. Client Category, contractor shall ensure client gets closed to this client category concurrent with assignment close date, or when it is identified that youth no longer meets criteria as a Katie A. Subclass member.

XIII. UTILIZATION MANAGEMENT MEASURES

The following standards will be established under the terms of this agreement to measure efficiency and effectiveness of the contractor:

- A. Penetration. Contractor has been assigned a specific GSA of the County to serve young adults and/or children. Each GSA has an estimated number of Medi-Cal beneficiaries. The goal of the Department is to reach a penetration rate of 5.4% in each GSA. Contractors will be measured over time to determine if the goal is being met.
- B. Access. Contractor shall be expected to provide a clinical assessment to beneficiaries within fourteen (14) calendar days for routine appointments, and a clinical service within twenty-four (24) hours for urgent appointments or within seven (7) calendar days of hospital release. The County will measure the routine and urgent appointment standard as the time between the first request for service and initiation of service as contained in the electronic medical record.
 1. Contractor shall be expected to track the number of routine requests for service and the time frame in which a mental health assessment was completed; the number of urgent service requests received and the associated number of appointments provided within the twenty-four (24) hour standard using the "Urgent/Emergent Service Request form located in the EMR"; and the number of clients seen for a clinical appointment within seven (7) calendar days of hospital release.
 2. On a quarterly basis, Contractor shall submit an Access to Mental Health Services Quarterly Report, which shall include a plan of correction for any access standard not met.
- C. Documentation. Contractor shall adequately meet Department required standards for documentation. Annual chart audits will be conducted by Department. Graduating sanctions will be imposed and plans of corrections implemented when contractor is out of compliance with audits.
- D. Timeliness of Documentation. Contractor shall be required to document direct services within two (2) days of the date of service. Documentation written after the first two (2) days of service shall be annotated as "late." Documentation later than fourteen (14) days shall require supervisor approval. Documentation later than thirty (30) days shall be permanently suspended unless the Quality Improvement Division (QID) has determined that the note meets all applicable requirements.
 1. Contractor shall be required to provide a plan of correction for each Timeliness of Documentation Review issued by QID within thirty (30) days.

- E. Services Offered After Hours. Traditional business hours are Monday through Friday, 8 a.m. to 5 p.m. It is the expectation of the Department that at least four percent (4%) of services should be offered outside of traditional business hours which can include early morning (i.e. before 8:00 a.m.), evening (i.e. after 5:00 p.m.) and weekend hours.

XIV. REQUIRED MEETINGS AND TRAINING

To maintain efficient and effective communication between the Department and contractors, the Department mandates contractor to attend the following meetings and trainings under the terms of this Agreement:

- A. Chief Executive Officers (CEO) meeting convened by the Mental Health Director.
- B. Quarterly Quality Improvement Division (QQID) meeting convened by the Department's Quality Improvement Division.
- C. Treatment Providers meeting convened by the assigned System of Care Administrator.
- D. Interdisciplinary Team (IDT) meetings for the continuum of care of beneficiaries that are hospitalized.
- E. Additional trainings and meetings deemed necessary by system administrators when appropriate.

XV. ADDITIONAL STANDARDS FOR MHSA YOUTH BRIEF TREATMENT PROGRAM (YBTP)

- A. Program Goal is to provide a same day, walk-in assessment and brief immediate care and treatment program to EPDST Medi-Cal Level 2 youth ages 0-18, with mild to moderate mental health impairments. Specifically, this program will address psychosocial, situational, and adjustment stressors in order to prevent mental illness from becoming severe and persistently chronic, lessening the duration and length of treatment. Contractors will utilize their existing clinic to serve all youth in their designated GSA's who meet criteria for Level 2 care under this program.
- B. Target Population will consist of all ethnic groups, race and ethnicity, male and female, and address other cultural factors such as religious or faith-based affiliation, sexual orientation, gender identification, and/or other cultural populations that have been traditionally underserved.
- C. Services are expected to last approximately six (6) to nine (9) months. Treatment staff will utilize brief treatment approaches such as Solution Focused Brief Therapy interventions to help youth increase effective coping skills and communication skills to improve social relationships and other areas of functioning. Mental Health services will include, but not be limited to: Case Management Services, Social Skills Groups, Individual Rehab, Brief Individual and Family Therapy.

XVI. CLINICAL OUTCOME MEASURES

- A. Regular MediCal Program and MHSA PEI YBTP:
 - 1. A minimum of fifty percent (50%) of all clients who have received at least ten (10) services and have discharged from service shall have improved in at least one (1) Life Functioning Area (i.e. Independent Living, Physical Care, Social Relationships, Vocational/Educational); and

2. The percentage of clients who have worsened in any Life Functioning Area after having received at least ten (10) services and discharged from service shall be lower than the number of clients whose rating has either remained the same or improved.
- B.** MHSA PEI YBTP: One hundred percent (100%) of youth requesting same day services shall receive same day access to care. Clinic staff shall ensure the use of “Scheduler”, as well as the County’s approved electronic “initial request log” for purposes of tracking every client requesting same day services.
- C.** MHSA Wraparound:
1. Clients served in the youth wraparound program shall remain in stable placement with parents, foster home non-relative, foster home relative or with other family and shall not require higher placement for a minimum of seventy-five percent (75%) of days or greater during the term of treatment; and
 2. A minimum of sixty-five percent (65%) of youth served shall not experience an emergency event or hospitalization.

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<<CONTRACTOR NAME>>

EXHIBIT “B” – ADDITIONAL ADMINISTRATIVE AND ETHICAL REQUIREMENTS

SELECT THE APPROPRIATE SECTION ACCORDING TO CONTRACTOR’S LEGAL STATUS.

PROVIDERS WHO ARE SOLE PROPRIETORSHIP:

Contractor shall provide to County:

- 1. Credentials:** Copies of appropriate credentials and licenses required to perform the scope of work as delineated in Exhibit “A” entitled “**DESCRIPTION AND STANDARDS OF SERVICES**”.
- 2. Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph entitled “**INSURANCE**” of this Agreement.
- 3. Performance:** Written notification within three (3) days of any event, occurrence, or circumstance that will prevent, delay, or otherwise interfere with Contractor’s performance under this Agreement including items of a financial or health nature.
- 4. Contracts:** A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization’s compliance with contractual obligations.
- 5. Deficit Reduction Act. (FOR MEDI-CAL AGREEMENTS ONLY)**
 - A.** The parties to this Agreement are aware of the provisions of Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery, and certify that they comply with Section 1902(a) of the Social Security Act.
 - A.** Section 6032 of the Deficit Reduction Act requires any entities that receive or make annual payments under the State Plan (Medi-Cal in California) of at least Five Million (\$5,000,000) Dollars, as a condition of receiving such payments, to comply with the following requirements:
 1. Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following:
 - a. The Federal False Claims Act, including administrative remedies for false claims and statements established under Title 31, USC, Chapter 38.
 - b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in Federal health care programs.
 - A.** The written policies must include details about the entity’s policies and procedures for detecting and preventing fraud, waste and abuse.

PROVIDERS WHO ARE SOLE PROPRIETORSHIP:

- A.** Any employee handbook for the entity must include specific discussion of the laws about false claims and statements, the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing waste, fraud and abuse.
- A.** Documentation of employee training on the above must be provided to the County upon request.

PROVIDERS WHO ARE DOCTORS AND OPERATE AS A PROFESSIONAL CORPORATION:

Contractor shall provide to County:

- 1. Articles of Incorporation:** A copy of the organization's Articles of Incorporation filed with the Secretary of State identifying the entity as a "Professional Corporation".
- 2. Credentials:** Copies of appropriate credentials and licenses required to perform the scope of work as delineated in Exhibit "A" entitled "**DESCRIPTION AND STANDARDS OF SERVICES**".
- 3. Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph entitled "**INSURANCE**" of this Agreement.
- 4. Performance:** Written notification within three (3) days of any event, occurrence, or circumstance that will prevent, delay, or otherwise interfere with Contractor's performance under this Agreement including items of a financial or health nature.
- 5. Contracts:** A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization's compliance with contractual obligations.
- 6. Deficit Reduction Act (FOR MEDI-CAL AGREEMENTS ONLY):**
 - A.** The parties to this Agreement are aware of the provisions of Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery, and certify that they comply with Section 1902(a) of the Social Security Act.
 - B.** Section 6032 of the Deficit Reduction Act requires any entities that receive or make annual payments under the State Plan (Medi-Cal in California) of at least Five Million (\$5,000,000) Dollars, as a condition of receiving such payments, to comply with the following requirements:
 - 1.** Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following:
 - a.** The Federal False Claims Act, including administrative remedies for false claims and statements established under Title 31, USC, Chapter 38.

- b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in Federal health care programs.
- C. The written policies must include details about the entity's policies and procedures for detecting and preventing fraud, waste and abuse.
- D. Any employee handbook for the entity must include specific discussion of the laws about false claims and statements, the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing waste, fraud and abuse.
- E. Documentation of employee training on the above must be provided to the County upon request.

PROVIDERS WHO ARE A FOR – PROFIT CORPORATION:

Contractor shall provide to County:

1. **Mission:** The organization's mission statement and related policies indicating the Contractor's dedication to the same or similar mission as County's Mental Health Department. The statement or policies shall include a requirement that employees will be trained in and expected to uphold a code of ethical conduct.
2. **Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph entitled "**INSURANCE**" of this Agreement. A written description of the advisory body's or management's accountability process assuring Contractor maintains proper and adequate insurance.
3. **Statutory Responsibilities:** Documentation delineating the Contractor's plan to monitor the following statutory responsibilities:
 - A. Ensuring that all labor laws relating to individuals and employers are obeyed.
 - B. Adherence to labor standards, human rights, and occupational health and safety regulations.
 - C. Commitment to an anti-drug work environment.
 - D. Enforcement of non-smoking regulations.
 - E. Ensuring that all computer software copyright laws are enforced.
4. **Fiscal:** Written documentation in the form of plans, policies, and/or statements outlining and demonstrating their strategies for providing management of funds received from the Mental Health Department. The statement shall demonstrate the following:
 - A. The Contractor's internal accounting control processes;
 - B. The oversight responsibility of an advisory body or management's accountability process for financial matters. The strategy described may be unique to the Contractor as long as it can clearly demonstrate oversight and accountability.
 - C. An organizational chart showing the relationship and major duties for financial management as distributed among an advisory body and/or chief executive officer and chief financial officer or other comparable positions.

5. Standards of Care: A current copy of their standards of care and related policies, which outline measures taken to ensure that standards are followed and staff is trained in the concepts therein. Standards shall clearly state the following:

- A. The range of programs.
- B. Services provided.
- C. How quality and outcomes are measured and tracked.

6. Contracts: A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization's compliance with contractual obligations.

7. Accreditation: In lieu of the requirements herein, Contractors shall provide to County documentation of accreditation from a County-recognized accreditation body, including but not limited, to CARF or the Joint Commission on Accreditation of Healthcare Organizations. Such accreditation warrants, and County concurs, that Contractor meets the requirements set forth in this Exhibit, provided that Contractor continuously maintains valid accreditation during the term of this Agreement. Contractor shall notify the County within twenty-four (24) hours of any change in the status of its accreditation. Contractor agrees that County may ask for, and Contractor shall provide, information with regard to the items listed herein.'

8. Deficit Reduction Act (FOR MEDI-CAL AGREEMENTS ONLY):

A. The parties to this Agreement are aware of the provisions of Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery, and certify that they comply with Section 1902(a) of the Social Security Act.

B. Section 6032 of the Deficit Reduction Act requires any entities that receive or make annual payments under the State Plan (Medi-Cal in California) of at least Five Million (\$5,000,000) Dollars, as a condition of receiving such payments, to comply with the following requirements:

- 1. Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following.

PROVIDERS WHO ARE A FOR-PROFIT CORPORATION:

a. The Federal False Claims Act, including administrative remedies for false claims and statements established under Title 31, USC, Chapter 38.

b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in Federal health care programs.

C. The written policies must include details about the entity's policies and procedures for detecting and preventing fraud, waste and abuse.

D. Any employee handbook for the entity must include specific discussion of the laws about false claims and statements, the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing waste, fraud and abuse.

- E. Documentation of employee training on the above must be provided to the County upon request.

PROVIDERS WHO ARE A NON-PROFIT CORPORATION:

Contractor shall provide to County:

1. **Oversight:** Proof that the organization has a Board of Directors that conforms to the requirements set forth in the organization's Articles of Incorporation. The Board of Directors shall be responsible for the actions of the organization and able to demonstrate due diligence in the following areas.
2. **Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph entitled "INSURANCE" of this Agreement. A written description of the Board of Directors accountability process assuring Contractor maintains proper and adequate insurance.
3. **Statutory Responsibilities:** Documentation delineating the Contractor's plan to monitor the following statutory responsibilities:
 - A. Ensuring that all labor laws relating to individuals and employers are obeyed.
 - B. Adherence to labor standards, human rights, and occupational health and safety regulations.
 - C. Commitment to an anti-drug work environment.
 - D. Enforcement of non-smoking regulations.
 - E. Ensuring that all computer software copyright laws are enforced.
 - F. Complying with laws related to fundraising practices and the maintenance of non-profit status, including, but not limited to, those required by Internal Revenue Service and the Franchise Tax Board.
4. **Fiscal:** Written documentation in the form of plans, policies and/or statements outlining and demonstrating their strategies to accomplish the following fiscal responsibilities:
 - A. Developing a financial budget and monitoring financial performance.
 - B. Avoiding a deficit and meeting the requirement of the paragraph entitled "FINANCIAL SOLVENCY" of this Agreement.
 - C. Ensuring the collection and remittance of required employee payroll deductions.
 - D. Ensuring that expenditures reflect the appropriate use of funds and are appropriately authorized.
 - E. Demonstrating compliance with all applicable CFR circulars.
 - F. Ensuring that no board member holds a financial interest in or receives financial benefit from the organization.
 - G. Maintaining accurate and appropriate financial records.

5. Standards of Care: A current copy of their standards of care and related policies, which outline measures taken to ensure that standards are followed and staff is trained in the concepts therein. Standards shall clearly state the following:

- A. The range of programs.
- B. Services provided.
- C. How quality and outcomes are measured and tracked.

6. Contracts: A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization's compliance with contractual obligations.

7. Conflict of Interest: Policies showing the requirement for all employees, including members of the Board of Directors, and corporate officers, to adhere to each of the standards related to conflict of interest as is applicable to governing boards, officers, and employees of public entities.

8. By-Laws: By-laws and policies that incorporate and set the courses of action for the following practices:

- A. Financial management.
- B. Human resources.
- C. Personnel safety.
- D. Individuals Served care.

9. Monitoring: A monitoring plan indicating that the Board of Directors is responsible to complete the following:

- A. Reviews of financial statements (monthly or quarterly).
- B. Initiation of an audit of financial transactions (annually).
- C. Review of all reports on activities (e.g. monthly executive director's report).
- D. Monitoring the implementation of key policies (e.g. part of the annual evaluation for the executive director).

10. Accreditation: In lieu of the above, Contractors shall provide to County documentation of accreditation from a County-recognized accreditation body, including but not limited, to CARF or the Joint Commission on Accreditation of Healthcare Organizations. Such accreditation warrants, and County concurs, that Contractor meets the requirements set forth in this Exhibit, provided that Contractor continuously maintains valid accreditation during the term of this Agreement. Contractor shall notify the County within twenty-four (24) hours of any change in the status of its accreditation. Contractor agrees that County may ask for, and Contractor shall provide, information with regard to the items listed above.

11. Deficit Reduction Act: (FOR MEDI-CAL BILLING AGREEMENTS ONLY)

A. The parties to this Agreement are aware of the provisions of Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery, and certify that they comply with Section 1902(a) of the Social Security Act.

B. Section 6032 of the Deficit Reduction Act requires any entities that receive or make annual payments under the State Plan (Medi-Cal in California) of at least Five Million (\$5,000,000) Dollars, as a condition of receiving such payments, to comply with the following requirements:

1. Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following:

a. The Federal False Claims Act, including administrative remedies for false claims and statements established under Title 31, USC, Chapter 38.

b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in Federal health care programs.

C. The written policies must include details about the entity's policies and procedures for detecting and preventing fraud, waste and abuse.

D. Any employee handbook for the entity must include specific discussion of the laws about false claims and statements, the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing waste, fraud and abuse.

E. Documentation of employee training on the above must be provided to the County upon request.

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<<CONTRACTOR NAME>>

EXHIBIT “C” – FUNDING SCHEDULE

July 1, 2016 – June 30, 2017

Budget Unit Number	Individuals Served	Funding Source	Funding Source	Funding Source	TOTAL FUNDING
Maximum Reimbursement					

Service Delivery Site(s):

Cerner Computer System Numbers

Descriptor	Unit/Subunit	Unit/Subunit	Unit/Subunit	Unit/Subunit	Unit/Subunit	Unit/Subunit

<<CONTRACTOR NAME>>

EXHIBIT "D" – STATEMENT OF PROGRAM COST

Program: _____ **Unit/SubUnit:** _____

COST ELEMENTS	CURRENT MONTH YTD COST	PREVIOUS MONTH YTD COST	CURRENT MONTH COST
Direct Clinical Salaries & Benefits			
All Other Salaries & Benefits			
Total Salaries & Benefits			
Rent			
Depreciation			
Office Expenses			
Equipment Purchases (over \$5K)			
IT Hardware (over \$1K)			
IT Software and Other expenses			
All Other Direct Program Expenses			
Total Non-Salary Direct Program Costs			
Total Direct Cost			
General & Administrative			
Allocated Cost			
Total Indirect Costs			
Total Claim for Month			

<<CONTRACTOR NAME>>

EXHIBIT “E” – COST GUIDELINES

1. Unless specified otherwise in this Agreement, Contractor must follow the cost principles and guidelines set forth in 2 CFR Parts 215, 220, 225, 230 and 48 CFR 31.2 as applicable to Contractor's organization type.
2. Only those costs that are reasonable, and which provide a direct or indirect benefit to the County programs under this Agreement will be allowable.
3. Contractor must maintain complete, detailed and original supporting documentation for all costs. Such documentation must be made readily available to County personnel for audit purposes after County provides reasonable notice to Contractor. All costs that are not supported by original documentation or which are not made readily available for review by County shall be disallowed.
4. All personnel, including contracted personnel costs, such as salaries and fringe benefits, must be supported by individual detailed time records, which indicate time charged to County programs. All time records must show evidence of having been reviewed and approved by a supervisor. Time records of therapists, counselors, etc., shall also be based upon Individual Served logs or other such information, which can verify time charged to County programs.
5. In no instance shall costs be allocated to County programs based upon revenue. Such reported costs will be unacceptable and disallowed.
6. All allocations of indirect, administrative or overhead costs must be based upon the following: cost; salaries and benefits; full-time equivalent employees; square footage; or some other base. Contractor shall allocate costs using the most reasonable base that provides the highest-level relationship of cost versus benefit. Costs allocated using revenue or contract funding amounts as an allocation basis will be disallowed. If contract has cost reimbursement services and services paid at a rate, the cost shall be equitably distributed between the programs.
7. No indirect, administrative or overhead costs allocated to County programs under this Agreement will be allowable if such costs provide no benefit to those programs. An example of such a disallowed cost would be the travel costs of Contractor's employees in relation to a non-County program. Such a cost would be a direct cost to the non-county program and should not be included in any allocation of indirect or administrative costs. Another example of unallowable costs would be personal expenses, benefits, gifts or other forms of compensation, which are not documented as being part of an employee's total compensation. Such costs shall not be allocated or directly charged to County programs.
8. Costs passed through from parent or affiliated organizations and charged to County programs will be allowed only to the extent that Contractor can provide documentation that such costs are reasonable and benefited County programs.
9. Duplicate costs charged to county programs will be disallowed.

10. Costs for meals, travel and meetings must be consistent with those normally allowed by the organization in its regular operations and shall not exceed the established Federal per diem levels. In the absence of an established organizational policy instituting meal per diem values, original receipts/invoices shall be required. Written descriptions as to purpose, and in the cases of meals/meetings, names of participating individuals shall be provided in all instances.

11. The Department will be conducting specific monitoring activities to obtain information about the indirect costs Contractor is assigning to County programs. These reviews will be conducted throughout the Agreement term and may include on-site visits to review documentation supporting indirect cost allocations and may include requests for reports detailing the specifics used to allocate indirect costs. It is expected the approach used by Contractor to allocate indirect costs will meet appropriate Federal CFR guidelines. Any indirect costs deemed to not meet applicable CFR or this Attachment Cost Guidelines will be disallowed.

12. County shall reimburse Contractor for the Chief Executive Officer's (or other such title) salary, benefits and perquisites no more than the amount stated in the GuideStar Nonprofit Compensation Report for California Organizations, median range, based on budget size or actual total compensation costs whichever is lower. Costs shall include both direct and indirect and total compensation costs must be based on the lower of actual total compensation or the compensation limit set forth in GuideStar.

13. For purposes of determining the GuideStar limitation, the Contractor's budget shall be its adopted operating budget, which must closely correlate with actual operating expenses. Capital acquisitions are not considered to be part of the Contractor's operating budget. The version of GuideStar applicable is the latest version published on the execution date of this Agreement.

14. County shall not provide reimbursement for any portion of the Chief Executive Officer's (or other such title) compensation costs charged to a program in excess of that which is determined reimbursable in accordance with subparagraph 12, or any other limitation set forth by applicable State and Federal agencies.

15. Contractor shall provide County with the total compensation expected to be paid to the Chief Executive Officer (or other such title) over the Term of Agreement. If the Term of Agreement covers more than one operating cycle for Contractor, the report on total compensation shall identify the expected total compensation for that portion of each operating cycle that will be allocated against County programs. Contractor shall provide the above information: (1) Within sixty (60) days of execution of Agreement; and (2) during the last month of the Term of Agreement. It is County's expectation that each report will include actual data to the extent possible.

16. Contractor shall provide County with its adopted operating budget within sixty (60) days of execution of the Agreement. If the Term of Agreement covers more than one operating cycle for Contractor, Contractor shall provide County with its adopted operating budget for each separate operating cycle within sixty (60) days of execution of the Agreement or within sixty (60) days of adoption of each separate operating budget whichever is later.

17. The form and content of the adopted operating budget provided to County shall be that which is normally provided to the Contractor's Board of Directors, Chief Executive Officer, Chief Financial Officer, Owner, Partner or other such governing authority.

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CONTRACTOR NAME

EXHIBIT "F"

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the agreement ("Agreement") by and between Kern County Mental Health (hereinafter known as Covered Entity "CE") and _____ (hereinafter known as Business Associate "BA"). This Addendum is effective as of date first written above (the "Addendum Effective Date").

RECITALS:

- A.** CE wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B.** CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with 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"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C.** As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.
- D.** In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS

A. Catch-All Definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- 1. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [Insert Name of Business Associate].

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Kern County Mental Health.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 USC Section 17921.
5. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and E.

2. OBLIGATIONS AND ACTIVITIES OF BA

BA agrees to:

- A.** Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- B.** Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- C.** Report to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- D.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information;
- E.** Make available PHI in a designated record set to the CE as necessary to satisfy CE's obligations under 45 CFR 164.524;
- F.** Make any amendment(s) to PHI in a designated record set as directed or agreed to by the CE pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CE's obligations under 45 CFR 164.526;
- G.** Maintain and make available the information required to provide an accounting of disclosures to the CE as necessary to satisfy CE's obligations under 45 CFR 164.528;
- H.** To the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the CE in the performance of such obligation(s); and
- I.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. PERMITTED

- A.** BA may only use or disclose PHI as necessary to perform the services set forth in the attached Agreement.
- B.** BA may use or disclose PHI as required by law.
- C.** BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
- D.** BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE except for the specific uses and disclosures set forth below.
- E.** BA may use protected health information for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- F.** BA may disclose BA for the proper management and administration of BA or to carry out the legal responsibilities of the BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- G.** BA may provide data aggregation services relating to the health care operations of the CE.

4. PROVISIONS FOR CE TO INFORM BA OF PRIVACY PRACTICES AND RESTRICTIONS

- A.** CE shall notify business associate of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
- B.** CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
- C.** CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.
- D.** Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of PHI not permitted by the Agreement and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than two (2) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
- E.** BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. BA shall implement and

maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).

F. Amendment of PHI. If applicable within ten (10) days of receipt of a request from CE for an amendment of PHI or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such PHI available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of PHI maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 CFR Section 164.504(e)(2)(ii)(F)].

G. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of PHI BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 USC Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested BA shall not disclose any PHI except as set forth in Sections 2.b. of this Addendum [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

H. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of PHI available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 CFR Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.

I. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the PHI.

J. Notification of Breach. During the term of the Agreement, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure

of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations (including conducting a “risk of compromise” assessment including but not limited to appropriate patient notification under applicable State and/or Federal law.

K. Breach Pattern or Practice by CE. Pursuant to 42 USC Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Agreement or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or Addendum or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Agreement or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

L. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Agreement or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights.

5. TERMINATION

A. Material Breach. A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 CFR Section 164.504(e)(2)(iii)].

B. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA

Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

C. Obligations of BA Upon Termination. Upon termination of this Agreement for any reason, BA, with respect to PHI received from CE, or created, maintained, or received by BA on behalf of CE, shall:

1. Retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to CE the remaining PHI that the BA still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI;
4. Not use or disclose the PHI retained by BA other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
5. Return to CE or, if agreed to by CE, destroy the PHI retained by BA when it is no longer needed by BA for its proper management and administration or to carry out its legal responsibilities.

6. INDEMNIFICATION

BA agrees to indemnify, defend and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

7. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. CERTIFICATION

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records

as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

9. AMENDMENT

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Addendum 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, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor employee or agent is a named adverse party.

11. NO THIRD-PARTY BENEFICIARIES

Nothing expressed or implied in the Agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. EFFECT ON AGREEMENT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

13. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in

favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

[The remainder of this page is intentionally left blank.]

EXHIBIT G

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

The federal regulations set forth in 42 CFR 455.104, 455.105 and 455.106 require providers who are entering into or renewing a provider agreement to disclose to the U.S. Department of Health and Human Services, the state Medicaid agency, and to managed care organizations that contract with the state Medicaid agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR 455.105 and 3) the identity of any excluded individual or entity with an ownership or control interest in the provider, the provider group, or disclosing entity or who is an agent or managing employee of the provider group or entity. **Please attach a separate sheet if necessary.**

Contractor Information

Check one that most closely describes you:	<input type="checkbox"/> Individual	<input type="checkbox"/> Group Practice	<input type="checkbox"/> Disclosing Entity
Name of Individual, Group Practice, or Disclosing Entity:			
DBA Name:			
Address:			
Federal Tax Identification Number:			
Provider CAQH #:			

Section I

List the name, title, address, date of birth (DOB) and Social Security Number (SSN) for each individual having an ownership or control interest in this provider entity of **5% or greater**. List the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership or control interest of **5% or greater**. Please attach a separate sheet if necessary. (42 CFR 455.104)

Name of individual or entity	DOB	Address	SSN (if listing an individual) TIN (if listing an entity)

Section II

Are any of the individuals listed above related to each other? Yes No
If yes, list the individuals named above who are related to each other (spouse, sibling, parent, child).
(42 CFR 455.104)

Names	Type of relation

Section III

Are there any subcontractors that the **Disclosing Entity** has direct or indirect ownership of 5% or more? Yes No

If yes, list the name and address of each person with an ownership or controlling interest in any subcontractor used in which the disclosing entity has direct or indirect ownership of **5% or more**. (42 CFR 455.104)

Name of individual or entity	DOB	Address	SSN (if listing an individual) TIN (if listing an entity)

Section IV

Has any person who has an ownership or control interest in the provider, or is an agent or managing employee of the provider ever been convicted of a crime related to that person's involvement in any program under Medicaid, Medicare or Title XX program? Yes No (verify through HHS-OIG Website)
If yes, please list those persons below. (42 CFR 455.106)

Name/Title	DOB	Address	SSN (if listing an individual) TIN (if listing an entity)

Section V

Business Transactions: Has the disclosing entity had any financial transaction with any subcontractors totaling more than \$25,000 or any significant business transactions with any subcontractors? Yes No

If yes, list the ownership of any subcontractor with whom this provider **has had business transactions totaling more than \$25,000** during the previous twelve-month period; **and any significant business transactions** between this provider and any wholly owned supplier, or between the provider and any subcontractor, during the past 5-year period. (42 CFR 455.105). Attach a separate sheet if necessary.

Name Supplier/Subcontractor	Address	Transaction Amount

Section VI

Have you identified your status (under **Practice Information 1**) as a Disclosing Entity?

Yes No

If yes, for Disclosing Entities, list each member of the Board of Directors or Governing Board, including the name, date of birth (DOB), Address, Social Security Number (SSN), and percent of interest.

Name of individual or entity	DOB	Address	SSN (if listing an individual)	% Interest

Disclosure of Ownership and Control Interest Statement
Page 3 of 3

Signature

Title (or indicate if authorized Agent)

Name (please print)

Date

[The remainder of this page is intentionally left blank.]

<<CONTRACTOR NAME>>

EXHIBIT H

TELE-HEALTH AND REMOTE ACCESS ATTESTATIONS

All contracted agencies wishing to utilize tele-health technology and/or remote computer access from a location that is not identified as part of the agreement between County of Kern and said agency, or a location that is not under the direct control of Contractor must execute and return this Attestation to Kern County Mental Health.

Instructions:

- A. When the Contractor is in full compliance with all items in the Attestation:
 - a. Initial in the space next to each numbered item to confirm compliance.
 - b. CEO or Designee must sign at the end of this form
 - c. Date and return to the KCMH Contract Administrator
- B. When the contractor is not in full compliance:
 - a. Any item not initialed will require an explanation (via an addendum) stating why the Provider is not in compliance with that item.
 - b. The Provider must specify one date in the addendum when all items in the Attestation will be in compliance.
 - c. CEO or Designee must sign at the end of this form
 - d. Date and return to the KCMH Contract Administrator

Kern County Mental Health reserves the right to monitor and take actions regarding instances of non-compliance.

I, (print name) _____, as the (insert title) _____,

for (insert entity name) _____,

(insert location) _____, hereby attest regarding my organizations compliance with the following requirements:

1. _____ If the Provider site is Medi-Cal certified and said site is not included as a site in a KCMH contract, Contractor shall submit a copy of the Medi-Cal certification.
2. _____ Paper records/charts shall not be maintained at the remote Tele-health location with the exception of Psychotherapy Notes. Psychotherapy notes shall, at a minimum, be protected within a double-locked storage area. This would include, but not be limited to, a locked file cabinet within a locked office area. Keys shall be accessible only to the rendering provider.
3. _____ No party other than the provider may be permitted in the Tele-health treatment area while psychotherapy notes are unsecured.
4. _____ Contractor shall maintain a list of the occupants of the facility to be used for Tele-health services. Such list shall be available upon request of Kern County Mental Health.
5. _____ All medical records/notes with the exception of Psychotherapy Notes shall be maintained in Cerner/Anasazi, the EHR.
6. _____ All physical artifacts, other than those considered part of Psychotherapy Notes, shall be destroyed within 24 hours.
7. _____ The computer utilized to access the electronic health record shall be used exclusively by the rendering provider. No other person, including other household members, family members or visitors, shall have access to, or the ability to use this computer.
8. _____ The computer shall be protected by a "Strong" password consisting of upper and lower case alpha characters, numeric characters and "special" characters. Said password must be a

minimum of eight (8) characters in length and must be changed a minimum of every ninety (90) days. In addition to a strong password, biometric identification is encouraged.

9. _____ Access to the KCMH network and the KCMH EHR shall be through the use of established Virtual Private Network (VPN) procedures and software provided by KCMH.
10. _____ The computer system shall have a recognized top-tier anti-virus software installed and activated at all times.
11. _____ Provider shall not store any PHI on the computer system. This includes the "C:" drive as well as any removable storage.
12. _____ If utilizing a wi-fi network, said network must be configured to not broadcast the network ID (SSID) and must be protected with a minimum of 128 bit encryption.
13. _____ A password protected screen saver with a timeout not to exceed 10 minutes must be utilized.
14. _____ The use of e-mail to communicate PHI is strongly discouraged. Should it become necessary to communicate PHI in this manner, the PHI shall only reside in an encrypted attachment file. Said attachment file shall be encrypted using an encryption tool validated as FIPS 140-2 compliant at a minimum of 128 bit AES or 3-DES (Triple DES). KCMH will supply appropriate software to perform this encryption. The pass phrase for the encrypted file must be a "Strong" password and must be transmitted in a separate e-mail from the one used to send the encrypted PHI file.
15. _____ Contractor ensures that they have identified an Information Security Officer.
16. _____ Contractor ensures that HIPAA Security training of personnel with access to the EHR is conducted annually.

Please provide an attached addendum page(s) with an explanation for all items above not initialed. List each omitted item by number, and for each item, state the reason the Contractor is not currently in compliance, and the date it expects to be in compliance with all items. Once the Contractor is able to certify compliance to all 19 items in the Attestation, the Contractor is to resubmit a signed Attestation to Kern County Mental Health. Failure to submit a signed approved Attestation may be a material breach of this Agreement. If the Provider Site is within the boundaries of the County, the Department will, at its discretion, perform random and unannounced audit visits of the site to observe compliance with this list of tele-health/remote access requirements. If the Provider Site is outside of Kern County, it will be the responsibility of the Contractor, at Contractor's expense, to audit the Provider site at least annually and to report the results of those audits to the Department.

ATTESTATION

I hereby certify under penalty of perjury that, to the best of my knowledge, information, and/or belief, and to the extent indicated or as limited above and/or in any attached addendum, the Provider is currently in compliance with this specified list of Tele-health/Remote access related requirements, and that the corresponding, supporting documents and records are available and accessible to the Kern County Mental Health Department upon request. I am aware that the documents and records may be requested at any time, including during an onsite review.

Executive Officer/or Designee: _____ Date: _____

Print Name: _____ Print Title: _____

<<CONTRACTOR NAME>>
EXHIBIT I

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 Kern County Department of Mental Health (KCMH) Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI without a signed Consent for Release of Information.
- 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 without prior written authorization from the KCMH 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 KCMH. 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 KCMH, or access or disclose KCMH PSCI, 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 or e-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 KCMH 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 KCMH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for KCMH inspection for a period of six (6) years following contract termination.
- d. **Background Check.** Before a member of the workforce may access KCMH PHI or PI, 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 KCMH PHI or PI 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 KCMH Information Security Office.
- b. **Server Security.** Servers containing unencrypted KCMH 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 KCMH PHI or PI required

to perform necessary business functions may be copied, downloaded, or exported.

- d. Removable media devices. All electronic files that contain KCMH 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 KCMH 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 KCMH 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.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing KCMH 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, 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 KCMH 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 KCMH Information Security Office.
- i. System Timeout. The system providing access to KCMH 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 KCMH 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 KCMH PHI or PI, or which alters KCMH 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 KCMH 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 KCMH 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 KCMH 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 PHI can be encrypted. This requirement pertains to any type of 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 KCMH 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. All systems processing and/or storing KCMH 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 KCMH 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 KCMH 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 electronic KCMH PHI or PI 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 KCMH PHI to maintain retrievable exact copies of KCMH 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 KCMH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of KCMH data.

5) Paper Document Controls

- a. **Supervision of Data.** KCMH 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. KCMH 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 KCMH PHI or PI is contained shall be escorted and KCMH PHI or PI shall be kept out of sight while visitors are in the area.
 - c. **Confidential Destruction.** KCMH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - d. **Removal of Data.** KCMH PHI or PI must not be removed from the premises of the Contractor except with express written permission of KCMH.
 - e. **Faxing.** Faxes containing KCMH 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 of KCMH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of KCMH 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 KCMH to use another method is obtained.
- 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 KCMH.
- C. **Discovery and Notification of Breach.** The Contractor shall notify KCMH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to KCMH by the Social Security Administration **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the KCMH Program Contract Manager, the KCMH Privacy Officer and the KCMH Information Security Officer. Notice shall be made using the "KCMH Privacy Incident Report" form, including all information known at the time. The Contractor shall use the most current version of this form. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the KCMH Information Technology Services Division (ITSD) Help Desk at 661-868-6740. Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the Contractor's operating environment and Information Confidentiality and Security Requirements
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. **Investigation of Breach.** In the event Contractor's actions or inactions cause a security incident, breach or unauthorized use or disclosure of PSCI, the Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "KCMH 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 KCMH Program Contract Manager, the KCMH Privacy Officer, and the KCMH Information Security

Officer.

E. **Written Report.** The Contractor shall provide a written report of the investigation to the KCMH Program Contract Manager, the KCMH Privacy Officer, and the KCMH Information Security Officer 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.** In the event Contractor's actions or inactions cause a breach or unauthorized use or disclosure of PSCI, 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 KCMH Program Contract Manager, the KCMH Privacy Officer, and the KCMH Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Effect 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 KCMH staff, the Contractor shall initiate contact as indicated herein. KCMH 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.

KCMH Program Contract Manager	KCMH Privacy Officer	KCMH Information Security Officer
Name: E-Mail: Phone:	Privacy Officer Kern County Mental Health PO Box 1000 Bakersfield, CA 93302 Email: Dmilton@co.kern.ca.us Telephone: (661) 868-5151	Information Security Officer Kern County Mental Health PO Box 1000 Bakersfield, CA 93302 Email: dwalters@co.kern.ca.us Telephone: KCMH Help Desk (661) 868-6740

9. **Audits and Inspections.** From time to time, KCMH 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 KCMH inspects, or fails to inspect, or has Information Confidentiality and Security Requirements the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

<<CONTRACTOR NAME>>
EXHIBIT J

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit is intended to protect the privacy and security of specified Kern County Mental Health (KCMH) information that the Contractor may access, receive, or transmit under this Agreement. The KCMH information covered under this Exhibit J 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

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) KCMH 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) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit J 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 the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, Exhibit J shall apply.
- C. The terms used in this Exhibit J, 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 KCMH, received by Contractor from KCMH or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of KCMH.
- E. "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.

- F. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA
- G. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- H. "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.
- I. "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 KCMH PI and PII by Contractor
- B. Except as otherwise indicated in this Exhibit J, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of KCMH 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 KCMH.
- C. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose KCMH 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 KCMH PI and PII, to protect against anticipated threats or hazards to the security or integrity of KCMH PI and PII, and to prevent use or disclosure of KCMH 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 KCMH 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 Business Associate Agreement 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
- 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 KCMH PI or PII by Contractor or its subcontractors in violation of this Exhibit J.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit J 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 KCMH PI and PII available to KCMH for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of KCMH PI and PII. If Contractor receives KCMH PII, upon request by KCMH, Contractor shall provide KCMH with a list of all employees, contractors and agents who have access to KCMH PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with KCMH.** With respect to KCMH PI, to cooperate with and assist KCMH to the extent necessary to ensure KCMH's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of KCMH PI, correction of errors in KCMH PI, production of KCMH PI, disclosure of a security breach involving KCMH 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 KCMH. (1) To notify KCMH **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured KCMH 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, or upon discovery of a suspected security incident involving KCMH PHI. (2) To notify KCMH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of KCMH PHI in violation of this Agreement or the Business Associate Agreement 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 KCMH HIPAA Privacy Officer and the KCMH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic KCMH PHI, notice shall be provided by calling the KCMH Information Security Officer.

b. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of KCMH PI or PII in Contractors possession, 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.

c. **Investigation and Investigation Report.** To immediately investigate such suspected security incident or security incident of Contractor's systems, or the breach, unauthorized access, use or disclosure of PHI in Contractors possession. Within five (5) working days of the discovery, Contractor shall submit to the KCMH Privacy Officer:

i. Internal investigation report, which includes the details of the investigation, risk of compromise analysis, the results of the investigation and any sanction(s) imposed.

ii. DHCS "Privacy Incident Report" form. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website

(www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx). Contractor 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. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Complete Report.** To provide a complete report of the investigation to KCMH 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 KCMH requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to

provide KCMH 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, KCMH 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. KCMH will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

- e. **KCMH Contact Information.** To direct communications to the above referenced KCMH staff, the Contractor shall initiate contact as indicated herein. KCMH 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.

KCMH Program Contract	KCMH Privacy Officer	KCMH Information Security Officer
Name:	Privacy Officer	Information Security Officer
Email:	Kern County Mental Health PO Box 1000 Bakersfield, CA 93302	Kern County Mental Health PO Box 1000 Bakersfield, CA 93302
Telephone:	Email: Dmilton@co.kern.ca.us Telephone: (661) 868-5151	Email: dwalters@co.kern.ca.us Telephone: KCMH Help Desk (661) 868-6740

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 J and for communicating on security matters with KCMH.

**<<CONTRACTOR NAME>>
ATTACHMENT A**

**INFORMATION EXCHANGE AGREEMENT BETWEEN THE SOCIAL SECURITY
ADMINISTRATION AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES**

[END OF AGREEMENT]