



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03801-26
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7744
SUBJECT ACCOUNT:
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Ever Well Health Systems, LLC

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2025 to June 30, 2026

3. The maximum amount of this Contract is:

\$939,590

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





Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on June 24, 2025.

CONTRACTOR	COUNTY OF SOLANO
Ever Well Health Systems, LLC	<i>Bill Emlen</i>  07/01/2025 04:08 PM EDT
CONTRACTOR'S NAME	Bill Emlen County Administrator
<i>Christopher Zubiato</i>  05/21/2025 01:51 PM EDT	275 Beck Avenue, MS 5-200
SIGNATURE	ADDRESS
Dr. Christopher Zubiato, Executive Director	Fairfield CA 94533
PRINTED NAME AND TITLE	CITY STATE ZIP CODE
310 James Way, Suite 250	Approved as to Content: <i>Emery Cowan</i>  05/22/2025 01:23 PM EDT
ADDRESS	Emery Cowan Director, Health & Social Services Department
Pismo Beach CA 93449	Approved as to Form: <i>Kelly Welsh</i>  05/27/2025 01:51 PM EDT
CITY STATE ZIP CODE	DEPUTY COUNTY COUNSEL

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACT DESCRIPTION

Contractor will provide intensive services for clients referred by the County with the express intent of increasing client independence and stability in their lives. These services will result in clients moving toward independent community living and reducing hospitalizations, incarceration, and other more restrictive levels of care.

Contractor will provide treatment in its 24-hour care facility which will include, as indicated in the corresponding check box:

- ☐ Acute Inpatient Services
- ☐ Board and Care
- ☐ Room and Board
- ☒ **Residential Treatment Services**
- ☐ Other

II. PROGRAM SPECIFIC ACTIVITIES

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. SPECIFIC PROGRAM ACTIVITIES

1. Residential Treatment: Room and Board and the following services Provide overall care planning and management of mental health conditions, including psychiatric care and other mental health rehabilitative services.
2. The contractor will provide treatment and medication management to clients with the goal of ameliorating the symptoms of chronic grave disability/severe mental illness to support the clients moving to a lower level of care, increasing independence, and improving levels of functioning.
3. For Lanterman-Petris-Short (LPS) conserved clients, provide County staff with a written copy of the treatment plan within ten (10) days of admission and any subsequent changes or revisions of that plan within ten (10) days, pursuant to Welfare and Institutions Code section 5352.6.
4. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments
5. Provide life skills and psychoeducational educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
6. Develop a services plan in collaboration with the client, support system, and County providers. Encourage each client to take increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
7. Assist each client with socialization and group activities to enhance skills with problem solving, coping, and interpersonal relationships.

8. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
9. Assist each client in the development of personal hygiene, grooming, dressing, and household living skills.
10. Provide 1:1 staffing in response to client's temporary increase in acuity which warrants closer observation to maintain them safely in the current placement. Contractor shall provide immediate notification to the County for the need for 1:1 staffing and will obtain written authorization within two (2) business days. County, with Contractor, will determine the appropriateness for continued 1:1 staffing.
11. Provide close supervision of, and when necessary intensive interactions, for behavior management consistent with the client's treatment plan.
12. Establish peer and family support to promote proactive roles within the facility as well as with family.
13. The contractor will provide quarterly clinical documentation to the County Case Manager for the purpose of clinical or medical review; and upon request of the BH Medical Director or designee.
14. The contractor will provide a complete clinical / treatment packet to the County Case Manager or designee within one (1) to two (2) business days to facilitate crisis stabilization and/or placement changes.
15. Contractor will not move clients between treatment facilities operated by Contractor without prior written notification to and authorization by the County.
16. Maintain documentation consistent with professional standards, and when applicable, the standards for Medicare and/or Medi-Cal.
17. Provide services that are culturally and linguistically competent.
18. Other therapies, including individual, group, recreational, and vocational, as appropriate to the client's services plan.
19. LPS Conservatorship
 - a. Assist with and/or provide County, at County's request, timely status reports regarding conserved clients.
 - b. Assist County, at County's request, in the process of renewing LPS Act conservatorships including, but not limited to, providing timely original Physicians Declarations required for renewal of an LPS conservatorship and copies of documents requested.
 - c. Provide a staff psychiatrist or other necessary staff, to testify at LPS-related judicial proceedings at no additional cost to County.

20. Discharges

- a. Non-Emergency Discharges. All non-emergency discharges will be submitted in writing to the Contractor's Admissions and Discharge Coordinator or designated person. The County shall work whenever possible to provide thirty (30) days written notice for all County initiated, non-emergency discharges. In the event thirty (30) days is not possible, County shall provide fourteen (14) days' notice. In an effort to support a successful transition for the client, should less than fourteen (14) days' notice be provided, notice must be accompanied by a County approved bed hold for the number of days between date of discharge and fourteen (14) days from the date written notice is received, providing the client with the opportunity to quickly return to the program if the rapid transition is not successful. The parties agree that it is important to participate in collaborative discharge planning to maximize service coordination and provide clients every opportunity at success.
- b. Emergency Discharges. Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the criteria listed in Paragraph 6 of this Exhibit are met. Upon notification of a client AWOL, County will generally approve a seven (7)-day bed hold. County Designee should be notified within twenty-four (24) hours of client AWOL for purposes of treatment planning and approval of bed hold.
- c. Notification of Contractor-Specific Facility Changes: Contractor shall provide a minimum of five (5) business days' notice to the County prior to any proposed changes across any Contractor-Specific facilities. Facility changes require prior County approval.

B. GENERAL ACTIVITIES

1. Provide support and mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
2. Ensure that service frequency is individualized and for individuals needing mental health treatment services/referrals will be based upon the need of each consumer and in accordance with the County Behavioral Health Plan (BHP) level of care system.
3. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
4. Ensure that direct clinical services are provided by a licensed, registered or waived clinician/s.
5. Assessment and therapy activities can only be provided by licensed or registered clinicians.
6. Contractor shall supervise unlicensed staff—or arrange for appropriate supervision—in accordance with the California State Board of Behavioral Sciences guidelines and regulations.

C. PERFORMANCE MEASURES

Contractor agrees that services provided will achieve:

1. Contractor to provide written service delivery report to include:
 - a. Number of individuals discharged to higher level per month;

2. Number of individuals discharged to lower level per month.
3. Client outcomes:
 - a. Percentage of clients requiring inpatient care, no higher than 20%
 - b. Percentage of clients successfully discharging from the program to a lower level of care, target of 70%.

D. REPORTING REQUIREMENTS

Contractor will submit written performance measure report on a quarterly basis within thirty (30) days following the close of each quarter to County Contract Manager or designee the following data:

- a. Number of unduplicated individuals served;
- b. Number of services provided per specific program activities;
- c. Unduplicated count of beneficiaries served in each program activity.
- d. Number of new individual admissions per month
- e. Number of individuals discharged to higher or lower levels of care per month

E. CONTRACT MONITORING MEETINGS

Contractor shall ensure at least one member of the leadership team is available to meet with the County Contract Manager or designee for check-in technical assistance meetings as needed. Additionally, Contractor shall ensure that staff providing program oversight and management attend the performance review meetings as scheduled by the County to review the Scope of Work (SOW), discuss performance measures, fiscal expenditures, and clinical progress of program participants as appropriate per the contract.

F. PATIENT RIGHTS

1. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to beneficiaries and facility personnel to monitor Contractor's compliance with said statutes and regulation.
2. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - a. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;

G. CULTURAL & LINGUISTIC CONSIDERATIONS

Contractor shall ensure the delivery of culturally and linguistically appropriate services to beneficiaries by adhering to the following:

1. Agencies which provide mental health services to beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County BHP Diversity and Equity Plan provisions. Accordingly, Contractor agrees at minimum:
 - a. Utilize the national CLAS Standards in Health Care under the agency quality improvement functions and policy making. For information on the CLAS Standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

- b. Use the agency Cultural Responsivity Plan developed during FY 2022/23 to guide practices and policies in order to ensure culturally and linguistically appropriate service delivery.
 - i. The agency Cultural Responsivity Plan shall be reviewed and updated at least annually, and a copy submitted to the County BHP Ethnic Services Coordinator or Contract Manager as directed by September 30th of each FY. The Plan update will include progress on goals and newly developed goals for the next year.
 - ii. Contractor will submit a revised plan if County determines the plan to be inadequate or not meeting fidelity to the CLAS Standards.
 - c. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the intentional outreach, hiring, and retention of a diverse workforce;
 - d. Provide culturally sensitive service provision and staff support/supervision, including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
2. Ensure agency representation for the County Diversity and Equity Committee held bi-monthly (every other) in order stay apprised of—and inform—strategies and initiatives related to equity and social justice as informed by the goals included in the County Diversity and Equity Plan and Annual Updates.
- a. Assign an agency staff member designated to become an active committee member attending meetings consistently. Designee will be required to complete the Diversity and Equity Committee Participation Agreement form.
 - b. Make an effort to ensure that the designated representative can also participate in ad hoc sub-committee meetings scheduled as needed to work on specific initiatives related to goals in the Diversity and Equity Plan.
 - c. Identify a back-up person to attend committee meetings in the absence of the designated person.
3. Provision of services in Preferred Language:
- a. Contractor shall provide services in the preferred language of the beneficiary and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the beneficiary or family expressly refuses the interpreter provided.
 - b. Contractor may identify and contract with an external interpreter service vendor or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.
 - c. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
 - d. Contractor shall ensure that all staff members are trained on how to access interpreter services used by the agency.
 - e. Contractor will provide informational materials, legal forms and clinical documents that the beneficiary or family member may review and/or sign shall be provided in the beneficiary/family member's preferred language whenever possible;
 - f. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish as needed for beneficiaries and/or family members.

2. Cultural Humility Training:

- a. Contractor shall ensure that all staff members including direct service providers, administrative/office support, recreation staff, and leadership complete at least one training in cultural humility and/or social justice per year.
 - i. On a monthly or quarterly basis as determined by the County Contract Manager, Contractor shall provide County Contract Manager or designee with an updated list of all staff and indicate the most date of completing Solano BHP approved cultural humility and/or social justice training. Evidence, including sign-in sheets based on organizational charts.
- b. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population Solano County.

H. QUALITY ASSURANCE ACTIVITIES

1. Regulation changes that occur during the life of this agreement:

- a. If/When Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QIA Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.

2. Medi-Cal Certification:

- a. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up to date DHCS Certification Protocols, as well as any standards added by the County through the most recent County Behavioral Health Division policy.
- b. Contractor shall inform County of any changes in Contractor status, including, but not limited to, changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, or Clinical Head of Service.
- c. Contractor will communicate any such changes within sixty (60) days to County QA, utilizing the most up-to-date version of the *Solano County Mental Health Plan Medi-Cal Certification Update Form*.

3. Access and Timeliness:

- a. Contractor must have hours of operation during which services are provided to Medi-Cal health plan member that are no less than the hours of operation during which the provider offers services to non-Medi-Cal health plan members. If Contractor only serves Medi-Cal health plan member, Contractor must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the contract or another Behavioral Health Plan.
- b. Contractor must meet the state standards for timely access to care and services, taking into account the urgency of need for services. If there is a failure to comply with timely access requirements, corrective action can and will take place.
 - i. Contractor will ensure that upon receiving written referral or request for service, Contractor will contact health plan member within one (1) to two (2) business days.
 - ii. For urgent service requests, Contractor will offer an assessment appointment that is forty-eight (48) hours from date of service request.
 - iii. For routine service requests, Contractor will offer an assessment appointment within DHCS timeliness requirements, which include:
 - Routine Requests: ten (10) business days from the date service was requested from Solano BHP.

- Urgent Care Requests for Services that do not require prior authorization: Must be provided within 48 hours from date of service request.
 - Crisis intervention
 - Crisis stabilization
 - Mental Health Services
 - Targeted Case Management
 - Intensive Care Coordination
 - Medication Support Services
- Emergent Care Needs:
 - Crisis intervention
 - Crisis Stabilization
- iv. Urgent Care Requests for Services that require prior authorization: Must be provided within ninety-six (96) hours from date of service request.
 - Intensive Home-Based Services
 - Day Treatment Intensive
 - Day Rehabilitation
 - Therapeutic Behavioral Services
 - Therapeutic Foster Care
- v. If Contractor provides psychiatric medication services, Psychiatry appointments (for both adult and children/youth) must be offered to Medi-Cal health plan members within fifteen (15) business days from the date the health plan member, or provider acting on behalf of the health plan member, makes a referral for a medically necessary services.
- vi. For plan members with an existing episode of care, Contractor will provide:
 - an appointment for a new, routine, non-psychiatric mental health service within ten (10) business days of request.
 - an appointment for a new, routine, psychiatric mental health service within fifteen (15) business days of request.
 - an appointment for a new, urgent, non-psychiatric mental health service within forty-eight (48) hours of request.
 - an appointment for a new, urgent, psychiatric mental health service within forty-eight (48) hours of request.
- vii. Access Timeliness data must be recorded, tracked and submitted to the County QA Unit monthly or when requested by County. In the event that this timeline cannot be met:
 - **Notification:** Contractor will notify the appointed County Contract Manager or the County designee within one business day for Urgent referrals and within two business days for Routine referrals.
 - **NOABD:** For health plan members with Medi-Cal insurance who are not offered an assessment appointment within timeliness requirements listed above, a Notice of Adverse Benefit Determination (NOABD) will be completed and sent to the health plan member and County Quality Assurance in accordance with Solano BHP guidelines.
 - The County will monitor timeliness for every Medi-Cal Behavioral Health program on a monthly basis, per County Behavioral Health Division policy AAA227 – *Timely Access Tracking and Monitoring*. Programs not meeting the standards 80% of the time for 4 consecutive months will be placed on a Corrective Action Plan (CAP).

- viii. If Contractor acts as a “point of access” for Solano BHP, the Contractor will utilize the County’s electronic health record “Access Screening and Referral” form to screen all new health plan members requesting services directly from the Contractor.
 - x. Contractor will provide staff to work with County Quality Assurance to make multiple (no less than four) test calls for the County business and after-hours Access telephone line, during one month per FY.
 - xi. Contractor will monitor internally the Contractor’s timeliness in terms of responding to requests for service, as indicated above in the “Access” section of this contract. Contractor will review timeliness with County Contract Manager, or designee on a regular basis. Failure to demonstrate consistent adherence to these timeliness standards may result in an official Plan of Correction being issued to the Contractor.
 - xii. Once Contractor initiates the Assessment process with the client (Assessment Start Date), Contractor shall complete and finalize the Assessment for that client as evidenced by provider signature, credential, date of service and date assessment was entered into the medical record, within 30 calendar days of the Assessment Start Date.
 - Per CalAIM Documentation Redesign parameters and DHCS *Behavioral Health Information Notice (BHIN) 22-011 No Wrong Door for Mental Health Services Policy*, Contractor shall have the flexibility provide clinically appropriate SMHS. Such services are covered and reimbursable during the assessment process prior to determination of a diagnosis or a determination that the Member meets access criteria for SMHS.
 - xiii. Contractor shall abide by CalAIM Medical Necessity/Access to services requirements that are listed in the DHCS-BHP Contract, DHCS BHIN 21-073 *Criteria for Health Plan Member Access To Specialty Mental Health Services (SMHS), Medical Necessity and Other Coverage Requirements*, as well as any additional clarification of those parameters provided by the County via QA Information Notice and/or formal training.
4. CalAIM Documentation Redesign:
- a. Contractor shall abide by and agrees to amend current paper and/or electronic medical record documentation to the standards put forth by DHCS and the County regarding CalAIM Documentation Redesign, in conjunction with BHIN 23-068 *Updates to Documentation Requirements for all Specialty Mental Health (SMH), Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS) Services*, County will provide contractor with updated requirements as they are made available via DHCS BHINs, County QA Information Notices, policy updates and/or training documentation.
5. CalAIM No Wrong Door requirements:
- a. Per DHCS BHIN 22-011 *No Wrong Door for Mental Health Services Policy*, regardless of the system of care or the point of access, whether MCP or BHP, the health plan member is entitled to receive initial care, prior to being referred to the appropriate system of care. This includes assessment and treatment services. If a health plan member receives an assessment from an MCP program, the BHP shall honor that assessment and shall not facilitate another complete assessment.

6. CalAIM Screening and Transition in Care Tools:
 - a. Per DHCS BHIN 22-065 *Adult and Youth Screening and Transition of Care Tools for Medi-Cal Mental Health Services*, all BHPs must utilize the universal Adult and Youth Screening tools to determine appropriate system of care at the point of access. Generally, this will occur at the County level to determine if a health plan member should be served in the Mild-to-Moderate Managed Care Plan (MCP) system of care or the Moderate-to-Severe Behavioral Health Plan (BHP) system of care.
 - b. If a health plan member has been served by a BHP program and there is evidence that an alternate system of care would be more appropriate, the program should use the universal Transition of Care tool to determine if the health plan member is appropriate to step down to the MCP system of care.
7. Service Authorization
 - a. Per County Behavioral Health Division policy *AAA219 – Authorization Standards for Outpatient Services*, as well as BHIN 22-016 *Authorization of Outpatient Specialty Mental Health Services (SMHS)*, Contractor will request prior authorization from the County for the following services:
 - i. Intensive Home-Based Services
 - ii. Day Treatment Intensive
 - iii. Day Rehabilitation
 - iv. Therapeutic Behavioral Services (TBS)
 - v. Therapeutic Foster Care (TFC)
 - b. Also, per County Behavioral Health Division policy *AAA219 – Authorization Standards for Outpatient Services* and DHCS BHIN 22-016, MHPs shall not require prior authorization for the following services/service activities:
 - i. Crisis Intervention
 - ii. Crisis Stabilization
 - iii. MH Services
 - iv. Targeted Case Management (TCM)
 - v. Intensive Care Coordination (ICC)
 - vi. Medication Support Services
8. Informing Materials
 - a. Informing materials include, but are not limited to, the most updated version of the Solano County Behavioral Health Member Handbook, Provider Directory, Notice of Privacy Practices, Problem Resolution forms, etc. Please contact Solano County QA for full list.
 - b. Contractor shall ensure that informing materials are printable and given to those requesting services within five (5) business days in a minimum 12-point font.
 - c. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish as well as the language of Tagalog, and in alternative formats (audio and large font).
 - d. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
 - i. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County BHP Quality Assurance, must be attached to all written materials provided to those requesting services.
 - ii. A hard-copy page of taglines must also be available in large print (font no smaller than 18-point) for those with visual impairments.

9. Notice of Adverse Benefit Determination

- a. Contractor shall provide an individual with a Notice of Adverse Benefit Determination (NOABD), per County BHP's policy *AAA201 Notices of Adverse Benefits Determination Requirements* under the following circumstances:
 - i. The failure to provide services in a timely manner (within 10 business days from point of access to initial assessment);
 - ii. The denial, limited authorization, or modification of a requested service, including determinations based on the type or level of service, based on the type or level of service requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
 - iii. Termination due to lack of medical necessity or due to Member non-engagement;
 - iv. The denial of a health plan member's request to dispute financial liability, including cost sharing and other health plan member financial liabilities.

10. Contractor shall maintain medical records in such a manner that all required documentation for every health plan member is stored in a secure medical record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health QA documentation trainings and manual.

- a. Only one assessment is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, if applicable, Contractor will utilize the already completed documentation to establish medical necessity for treatment or complete a brief update to any area in need of supplemental information.
- b. Required documentation includes, but is not limited to, the following:
 - i. Informing Materials
 - ii. Clinical Behavioral Health Assessment
 - iii. Member Problem List
 - iv. Member Care Plan (for health plan members receiving TCM, ICC, IHBS, or Peer services)
 - v. Member Treatment Plan (only for health plan members receiving STRTP or FSP services. The Treatment Plan may include the services requiring a Care Plan to meet the Care Plan requirement.)
 - vi. Service Authorization (when/if preauthorization is required)
 - vii. General Consent for Treatment
 - viii. Medication Consent (documented in medication provider's note)
 - ix. Authorizations to Release Medical Records
 - x. Acknowledgement of Receipt of Notice of Privacy Practices
 - xi. Notices of Adverse Benefits Determination (if applicable, must be sent to Quality Assurance within 5 business days)

11. Quality Review of MH Assessments, Problem Lists and Plans:

- a. Contractor shall coordinate with County QA, once the contractor has established medical necessity for a client's care, to provide information as requested regarding the completion of an Assessment, Problem List, and any Plans required by CalAIM and the County prior to providing planned services.
- b. Contractor will respond to County QA request for clinically amended documentation and resubmit documentation within 5 business days of receiving County's request in order to complete the Clinical Quality Review process, as needed.

12. Problem Resolution

- a. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - i. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Member Problem Resolution - Grievances*, *ADM142 Member Problem Resolution Process – Appeals and Expedited Appeals*, *ADM132 Request to Change Service Provider*, *AAA210 Member Right of a Second Opinion* and *ADM136 Mental Health Services Act (MHSA) Issue Resolution Process*.
- b. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - i. Contractor shall post County notices and make available County forms and other materials informing health plan members of their right to file a grievance and appeal. Required materials include the following brochures: "Member Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Request to Change Service Provider", and the "MHSA Issue-Suggestion Form". Contractor shall aid health plan members in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - ii. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a health plan member of the BHP to County Quality Assurance, immediately but no later than twenty-four (24) hours from receipt, whether or not Contractor has resolved the problem.
 - iii. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - iv. Contractor shall communicate and collaborate directly with the County Quality Assurance Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
 - v. Contractor shall provide, at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the health plan member may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

13. Serious Incident Reports (SIRs):

- a. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM110 Serious Incident Reporting*, including but not limited to the following:
 - i. Contractor shall verbally notify County Quality Assurance immediately but no later than four (4) hours after a serious incident.
 - ii. Contractor shall submit the "Behavioral Health eSIR [Serious Incident Report]) electronically to County Quality Assurance within twenty-four (24) hours of the incident or sooner via the County's Symplr Compliance website.
 - iii. Contractor shall communicate directly with the County Quality Assurance designee to provide any additional information needed regarding the reported incident.
 - iv. Contractor and County Behavioral Health Administration/ Quality Assurance shall discuss and develop recommendations to achieve more desired outcomes in the future. An Adverse Outcome meeting may be scheduled, in which the

contractor may need to attend, in order to discuss the SIR, interventions and recommendations for policy/program quality improvement.

- v. Data breaches or security incidents are required to be reported to both County Quality Assurance and County Health and Social Service Compliance Unit concurrently, immediately upon discovery and no later than twenty-four (24) hours. This is accomplished by completing the “Privacy Breach/Security Incident Report” via Symplr.

14. Contractor Quality Improvement Process:

- a. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - i. Internal Quality Assurance and Performance Improvement (QAPI) Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually, and a copy submitted to County Quality Assurance annually by July 30th for the current FY. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - ii. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
 - iii. The contractor may be asked to provide a copy of the current QAPI Work Plan outlining the organization’s approach to quality, the methodology used to address quality issues, assure fidelity to practice, and metrics not meeting goals.

15. Quality Improvement Committee:

- a. Contractor will provide a representative to participate in County quarterly Quality Improvement Committee (QIC).
- b. If Contractor’s place of business is not located within Solano County boundaries, Contractor’s representative may request to participate remotely via conference call and/or web-based interface.
- c. Contractor will provide data related to objectives/goals outlined in the County Quality Assessment and Performance Improvement Plan in a timely fashion prior to quarterly QIC meeting as requested by the County designee.
- d. Contractor may be asked to participate in Performance Improvement activities that include utilization review workgroups, fidelity evaluation, and outcome data training and analysis.

16. Annual County Review of Contractor Service Delivery Site and Chart Audit:

- a. County will engage in a site and chart review once every one (1) to two (2) years, consistent with practices outlined in the most up-to-date version of the County Mental Health *Utilization Review Handbook* and County *Utilization Review Worksheets* which are consistent with DHCS most recent *Reasons for Recoupment*.
- b. Contractor will provide all requested medical records and, if the audit is to be conducted on site, Contractor will also provide an adequate, private space in which for County staff to conduct the site review and chart audit.
- c. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.

- i. County annual review site/chart audits will focus primarily on Medi-Cal site certification requirements and medical records documentation fraud/waste/abuse (including, but not limited to, overlapping services, duplicated services, those without a progress note, services during which a provider was engaged in some other function, etc.).
- d. County, State or Federal Officials have the right to audit for ten (10) years from any previous audit, therefore Contractor will retain records for ten (10) years from the completion of any audit.

17. Fraud, Waste and Abuse:

- a. Contractor shall maintain policies and procedures designed to detect and prevent fraud, waste and abuse, and to promptly inform County Behavioral Health Administration and Quality Assurance when detected.
- b. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within forty-five (45) calendar days after the date the overpayment was identified, and to notify the BHP in writing of the reason for the overpayment.
- c. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Contract. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding health plan members receiving services, and other data relating to all matters covered by this Contract.

18. Service Verification:

- a. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor's revised policy any time policy is revised/updated.
- b. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*.
- c. Contractor will provide evidence of following policy to Quality Assurance Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.

19. Staff Credentialing and Monitoring During Initial Hiring Process and Throughout Employment:

- a. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
- b. Contractor will ensure that *policy CLI405 Staff Credentialing* is followed for all staff during the hiring process and throughout employment and is responsible to report out to Solano County any issues identified.
- c. If Contractor wants Solano County to complete monthly check requirements, Contractor must reach out to QA to confirm that appropriate paperwork is completed to put this in place and that requested monthly reports are provided.
- d. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County QA using Solano County's *Staff Master* form.

- e. If Contractor completes their own monthly employee sanction screenings, Contractor shall provide County BHP QA with a monthly updated list of Contractor staff by the date provided by BHP QA.
 - f. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
 - g. As outlined in policy *QI602 Notification of Employee or Provider Termination*:
 - i. Contractor shall notify County QA by using Solano County's *Staff Separation* form when a staff provider is terminated.
 - ii. Contractor shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.
 - h. Contractor shall work with County Provider Eligibility Coordinator to ensure that all licensed staff are accurately enrolled in the DHCS PAVE system and that appropriate staff are enrolled in PECOS when program bills Medicare.
- 20. Conflict of Interest – Expanded Behavioral Health Contract Requirements:**
- a. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership*, including but not limited to the following:
 - b. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
 - c. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - d. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - e. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last ten (10) years.
- 21. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training encompassing Federal HIPAA and state regulations regarding data privacy and security on an annual basis.**
- a. On a monthly basis, Contractor shall provide County QA with an updated list of all staff and indicate the most recent date of completing Solano BHP approved compliance training. Evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training, may be requested and should be provided to County QA at that time.
- 22. Performance Data:**
- a. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.
 - b. Contractor will provide County with data required by DHCS on a monthly basis, including but not limited to CANS, PSC-35, CSI Timeliness, Provider Directory, 274 Expansion data, etc.
 - c. Contractor shall work with County to monitor and provide data to the County on a quarterly basis for any of the 5 mental health Quality Measures and Performance Improvement Requirements applicable to the Contractor's program that are listed in DHCS BHIN 24-004, including the FUM, FUH, AMM, APP, and/or SAA.

23. Utilization Management

- a. Contractor will work with the County Contract Manager to monitor the following Contractor efforts:
- b. Expected capacity to serve Medi-Cal Eligible health plan members
- c. Expected service utilization
- d. Number and types of providers needed in terms of training, experience and specialization
- e. Number of Contractor providers not accepting new clients
- f. Geographical location to health plan members in terms of distance, travel time, means of transportation typically used by health plan members, and physical access for disabled health plan members
- g. Contractor ability to communicate with limited English proficient health plan members in their preferred language
- h. Contractor's ability to ensure physical access, reasonable accommodations, culturally competent communications, accessible equipment for health plan members with physical or mental disabilities
- i. Available triage lines or screening systems
- j. Use of telemedicine or other technological solutions, if applicable
- k. Additional areas of monitoring include:
- l. Blocked billing due to missing Treatment Plans for applicable programs, missing authorization when required, or MH diagnosis that results in lost revenue.

24. Performance Outcome Measures

- a. Adult Service Providers:
- b. Adult Programs will utilize Reaching Recovery Measures, or another set of measures approved by County Contract Manager, County Quality Assurance, and County Performance Improvement leads for adult clients ages 18 and older. Frequency of re-evaluation is determined by County Performance Improvement Team.
- c. Adult services contractors will also be required to complete a Child Adolescent Needs & Strengths (CANS) measure with any young adults, ages 18.
- d. Adult services contractors will also be required to request authorization from any 18-year-old client to complete Pediatric Symptom Checklist (PSC-35) with the client's identified parent/caregiver. PSC-35 shall only be initiated if client authorizes the caregiver to participate in the treatment process.
- e. Child and Adolescent Services Providers:
- f. Child Adolescent Needs & Strengths (CANS) measures shall be used with all County health plan members 0-20 years old. Pediatric Symptom Checklist (PSC-35) shall be provided to the caregiver of any health plan members 3-18 years old.
- g. Only one set of measures shall be completed at each required interval per health plan member. The Primary Service Coordinator administers the measures.
- h. When acting as the Primary Service Coordinator, Contractor shall administer the CANS and PSC-35 measures at the required intervals of initial assessment, every six (6)-months thereafter, and at discharge from treatment.
- i. Primary Service Coordinators and Treatment planning teams shall use Outcome measure data to determine treatment progress, areas of treatment focus, and level of care.
- j. Contractor shall manually data enter and/or submit a data/document upload of CANS and PSC-35 data monthly by the deadline established by County MHP Quality Assurance.

25. Network Adequacy Certification

- a. Contractor must submit network adequacy data to the County at a frequency (either annually, quarterly or monthly), in a manner and format determined by the County, by or before deadlines officially communicated to the Contractor by County QA Unit.
- b. Contractor will maintain and monitor a network of appropriate providers that is sufficient to provide adequate access to all services covered by this contract, per California DHCS BHIN 18-011 (dated February 13, 2018) - *Federal Network Adequacy Standards For Mental Health Plans (MHPs) And Drug Medi-Cal Organized Delivery System (DMC-ODS) Pilot Counties* and BHIN 24-020 *2024 Network Certification Requirements for County Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans*.

26. Provider Directory

- a. Contractor will ensure that County is provided updated information on a monthly basis so that the Health Plan's Provider Directory captures various elements about their providers including their license number and type, NPI, language(s), cultural capabilities, specialty, services, if the provider is accepting new health plan members, any group affiliations, and any staff additions or departures.
- b. Contractor will also ensure that the Provider Directory captures basic information about the facility where the provider serves health plan members to include address, telephone number, email address, website URL, hours of operation, and whether the providers' facility is accessible to persons with disabilities.
- c. Any changes to the Provider Directory must be reported to the County monthly per MHSUDS Info. Notice No. 18-020 (dated April 24, 2018) – *Federal Provider Directory Requirements for Mental Health Plans (MHPs)* and by deadlines established by the County.

27. Physical Accessibility and Communication Requirements

- a. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal health plan members with physical or mental disabilities.
- b. County Quality Assurance will provide Physical Accessibility ratings for Contractor's facilities/offices during Medi-Cal certification site visits. Contractor's facilities/offices will be rated as having "Basic" or "Limited" accessibility for seniors and persons with disabilities.
- c. "Basic" access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
- d. "Limited" accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in one or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
- e. If Contractor's facility/offices are given a "Limited" rating, a Plan of Correction will be issued.
- f. If there is a change to the physical accessibility of the contracted agency/individual, it must be reported to the County via the County's BHP monthly Provider Directory update process.
- g. Contractor must abide by requirements put forth in DHCS BHIN 24-007 *Effective Communication, Including Alternative Formats, for Individuals with Disabilities*. This notice indicates that Medi-Cal behavioral health delivery systems are required to take appropriate steps to ensure effective communication with individuals with disabilities and must provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills. This includes the provision of

qualified interpreters, free of charge and in a timely manner, and information in alternative formats, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the behavioral health delivery system's programs, and activities.

28. Language Line Utilization

- a. If not using the County H&SS interpreter vendor, Contracted agencies/individuals must submit language line utilization data monthly detailing use of interpretation services for health plan members' face-to-face and telephonic encounters.
- b. Language line utilization data submission should include (for each service encounter that required language line services):
 - c. the reporting period;
 - d. the total number of encounters requiring language line services;
 - e. the language utilized during the encounter requiring language line services;
 - f. the reason services were not provided by a bilingual provider/staff or via face-to-face interpretation.
- g. Language line utilization data must be submitted to and as requested by County BHP Quality Assurance, using the template provided by County BHP Quality Assurance and following the instructions contained on the reporting tool.

I. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records pursuant to 45 CFR Part 160 (HIPAA). County and Contractor shall maintain the confidentiality of any information regarding health plan members (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the health plan member's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing health plan member data from the County's electronic health record or the Contractor's health records for health plan members for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access health plan member data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Assurance and HSS Department Compliance unit immediately or within four (4) hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY RESPONSIBILITIES

County will:

- A. Provide technical assistance in the form of phone consultations, site visits and in-person or virtual meetings to provide clinical guidance and address challenges in the clinical program, implementation and/or performance of the SOW.

- B. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system. (only if vendor will be entering services into Avatar)
- C. Assign a Quality Assurance Liaison for programs under the BHP billing Medi-cal.
- D. Review data outcomes and provide feedback on performance measures objectives and fiscal expenditures in a timely manner to seek a proactive solution.
- E. Make available electronically all policies and procedures referenced herein and inform the Contractor as policies are reviewed and updated so that the Contractor is aware of changes.
- F. For Contractors utilizing the County H&SS interpreter/translation vendor, County will provide training on how to access the interpreter services and translation services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the State Department of Health Care Services regulations:

1. COMPENSATION

A. County shall compensate Contractor based on:

- (1) the actual clients authorized by the County and served by Contractor,
- (2) the actual number of service units Contractor provides each client, and
- (3) the interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference.

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

- B. Contractor understands and agrees that the County will only make payments to the Contractor for Medi-Cal units of service as set forth in Exhibit B-1.
- C. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third-party payers. Determination of patient eligibility for Medicare and other third-party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.
- D. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.
- E. In no event is County obligated to pay Contractor for any services provided that cannot be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans as identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse County for all costs that County cannot bill due to the fault of the Contractor, within thirty (30) days of notification of the Contractor by the County.

- F. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within thirty (30) days of notification of the Contractor by the County.
- G. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

4. SUBMISSION OF INVOICES

- A. Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.

- B. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services entered into Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor's own cost.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor while appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

6. FINANCIAL STATEMENTS, AUDITS, AND FISCAL REPORTING:

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within thirty (30) days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.
- C. County may request cost information from contractors if cost reporting is required by state or federal law, or if the County determines that cost information is beneficial to advance the goals of the California Advancing and Innovating Medi-Cal (CalAIM) Act. If requested, Contractor will submit the financial report and any requested supporting documentation by a deadline set by the County. The financial report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

EXHIBIT B-1 BILLING RATES

Ever Well Health Systems Residential Care Programs

Pricing effective January 1, 2024 – June 30, 2024

- Complete transparency in our unbundled pricing. Minimal add-on pricing. The exception is the standard for us.
- Our pricing anticipates always having available beds for placements. In July 2024, rates are subject to increase.



REGION Facility Rate / Level	ARF/RCFE (SSI)	Base Rate	Resident Supports	Individual Tx Services	EWHS Contract Rate	Gross Cost Per Day (Includes SSI)
DELTA ENCLAVE						
<u>Enclave @ The Delta (ARF)</u>						
Primary Tx P2-Level (1)	\$47	\$64	\$64	\$69	\$197	\$244
<u>Delta @ The Portside (RCFE)</u>						
Primary Tx P2-Level (1)	\$47	\$64	\$64	\$69	\$197	\$244
Primary Tx P2-Level (2)	\$47	\$64	\$94	\$69	\$227	\$274
Primary Tx P2-Level (3)	\$47	\$64	\$143	\$69	\$276	\$323
<u>Delta @ The Sherwoods (RCFE)</u>						
Primary Tx P2-Level (2)	\$47	\$64	\$94	\$69	\$227	\$274
Primary Tx P2-Level (3)	\$47	\$64	\$143	\$69	\$276	\$323
<u>Delta Manor (ARF)</u>						
Community Living P3-Level (2)	\$47	\$64	\$64	\$38	\$166	\$213
<u>Delta at Holly Oak (ARF)</u>						
Primary Tx P2-Level (1)	\$47	\$64	\$64	\$69	\$197	\$244
Primary Tx P2-Level (2)	\$47	\$64	\$94	\$69	\$227	\$274
Community Living P3-Level (1)	\$47	\$64	\$31	\$38	\$133	\$180
Community Living P3-Level (2)	\$47	\$64	\$64	\$38	\$166	\$213
FOOTHILLS ENCLAVE						
<u>Enclave @ The Foothills (ARF)</u>						
Primary Tx P2-Level (1)	\$47	\$64	\$64	\$69	\$197	\$244
Primary Tx P2-Level (2)	\$47	\$64	\$94	\$69	\$227	\$274
Primary Tx Un-sponsored (No SSI)	\$0	\$64	\$164	\$69	\$297	\$297
Community Living P3-Level (1)	\$47	\$64	\$29	\$38	\$131	\$178
Emergency Relocation	\$0	\$126	\$158	\$69	\$353	\$353
<u>Foothills @ The Alta (RCFE)</u>						
Primary Tx P2-Level (1)	\$47	\$64	\$64	\$69	\$197	\$244
Primary Tx P2-Level (2)	\$47	\$64	\$94	\$69	\$227	\$274
<u>Additional Rates</u>						
Bed Hold (Maximum of 7 days)	\$59					
Medical Monitoring	\$81					
Transport	\$81					
<u>Foothills @ The Alta (RCFE)</u>						
Primary Tx P2-Level (1)	\$45	\$59	\$59	\$65	\$183	\$228
Primary Tx P2-Level (2)	\$45	\$59	\$88	\$65	\$212	\$257

Transportation Rates – for specialty medical care, Court, or conservatorship hearings. \$80 per trip plus, mileage at the federal published rate.

Additional fees: 1:1 service augmentation for brief periods of time: \$58/hour or as negotiated per client agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has met all obligations required under this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to meet any outstanding obligation, County will withhold compensation due under this Contract from Contractor's final request for payment until Contractor satisfies such obligation(s). Contractor is responsible for County's receipt of a final request for payment thirty (30) days after expiration or earlier termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon thirty (30) days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have obtained all required approvals and have the proper authority to bind their respective entities to all certifications, terms, and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state

and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
|----------------------|--------------------|--|

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless of whether or not any insurance is applicable.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations and County shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment with respect to its employees including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim with respect to any right or benefit or term or condition of employment insofar as such claim may be related to or arise from compensation paid under this Contract.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly relate to this Contract;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.

D. Submit verification of non-profit status, if a requirement for the award of this Contract.

E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including

separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE CERTIFICATION

By signing this Contract, Contractor certifies to the County that Contractor is knowledgeable of Government Code section 8350 et seq., and shall abide by and implement its statutory requirements to provide a drug-free workplace.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor certifies that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, gender identity, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, military status, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its

subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements. State law may preempt HIPAA and Contractor must follow the most restrictive law, or both if applicable.

30. BACKGROUND SCREENING

A. If Contractor staff will have access to Personally Identifiable Information ("PII") and/or Protected Health Information ("PHI"), Contractor agrees to conduct a background screening of Contractor staff prior to granting access.

B. The background screening shall be commensurate with the risk and magnitude of harm the employee could cause. A more thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan, Office of Inspector General List of Excluded Individuals/Entities ("LEIE") and the General Services Administration ("GSA") Systems for Award Management ("SAM") screenings for all contractors and their workforce. In addition, contractors billing for Medi-Cal services must screen against the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List.

C. Contractor shall retain each of its staff members' background screening documentation for a period of three years following the conclusion of the employment relationship.

31. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

33. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

34. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

35. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to those described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

36. DEBARMENT AND SUSPENSION CERTIFICATION

A. By signing this Contract, Contractor certifies to the County that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program or to be awarded a contract, subcontract or grant by the State; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs or to be awarded a contract, subcontract or grant by the State, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs or from being awarded a contract, subcontract or grant by the State.

B. For purposes of this Contract, federally funded programs include, but are not limited to, any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs").

C. This certification shall be an ongoing certification during the term of this Contract and Contractor must immediately notify the County of any change in the status of the certification set forth in this section.

D. If services pursuant to this Contract involve federally funded programs, Contractor agrees to provide further certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

37. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

38. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

39. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to ninety (90) days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$231,680.

2. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the attached Business Associate Agreement as Exhibit D-1.

3. NATIONAL VOTER REGISTRATION

Contractor represents that Contractor is knowledgeable of the National Voter Registration Act (NVRA) of 1993 in matters relating to providing voter registration services to any and all consumers who utilize public assistance and/or disability services in the County of Solano. Contractor and shall abide by its requirements.

EXHIBIT D-1

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

Ever Well Health Systems, LLC

This Exhibit shall constitute the Business Associate Agreement (the “Agreement”) between the County of Solano (the “County”) and the Contractor or grant recipient (the “Contractor”) and applies to the functions Contractor will perform on behalf of the County (collectively, “Services”), that is identified in Exhibit A, Scope of Work.

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor 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 (“C.F.R.”) and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required by Law means the same as defined** in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
 - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclose Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either crosscut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor 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 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to

enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, Contractor shall promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor 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 Contractor maintains an electronic health record and is subject to this requirement.
2. 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 Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information 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.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-3198 and hss-compliance@solanocounty.gov or through the online reporting portal at <https://solanocounty.cqs.symplr.com/Portal> and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the County requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information in possession of subcontractors or agents of Contractor.

3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least seven (7) years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

XIV. QUALIFIED SERVICE ORGANIZATION

To the extent that Contractor is also considered a Qualified Service Organization (“QSO”), with access to protected substance abuse treatment information, this Agreement shall be considered a Qualified Services Organization Agreement as required by 42 C.F.R. Part 2, and Contractor agrees to the following:

1. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from County, Contractor is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Part 2.
2. If necessary, Contractor will resist in judicial proceedings any efforts to obtain access to protected substance abuse information, including patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment, except and unless access is expressly permitted under 42 C.F.R. Part 2. (See 42 C.F.R. § 2.12(c)(4).)

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Christopher Zubiato



05/21/2025
01:51 PM EDT

Contractor or Grant Recipient Signature

Date

Dr. Christopher Zubiato

Official's Name (type or print)

Executive Director

47-1329035

Title

Federal Tax ID Number