

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND RIO VISTA CARE, INC.**

This First Amendment is made on May 23, 2017, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Rio Vista CARE, Inc. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2016 (the "Contract"), in which Contractor agreed to provide prevention and early intervention (PEI) school based mental health services.
- B. The County now needs to modify the Scope of Work, Budget, Special Terms and Conditions and extend the term of the Contract.
- C. This First Amendment represents an increase of \$35,000 and one year extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with: "The term of this Contract is July 1, 2016 to June 30, 2018."

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$55,000."

C. Scope of Work

Exhibit A is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibit A-1.

D. Budget

- (1) Exhibits B-1 and B-2 are deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibits B-1-1 and B-2-1.
- (2) Exhibit B is amended to delete all references to Exhibits B-1 and B-2 and replaced with Exhibits B-1-1 and B-2-1.

E. Special Terms and Conditions

Exhibit D is deleted in its entirety and replaced with the Special Terms and Conditions attached to and incorporated by this reference as Exhibit D-1.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By *Birgitta Corsello*  06/30/2017 03:52 PM EDT
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By *Bernadette Curry*  05/31/2017 11:19 AM EDT
County Counsel

CONTRACTOR

By *Adriana Bejarano*  05/23/2017 12:54 PM EDT
Adriana Bejarano, Executive Director

APPROVED AS TO CONTENT

By *Gerald Huber*  05/30/2017 03:54 PM EDT
Gerald, R. Huber, Director
Health and Social Services Department

EXHIBIT A-1
SCOPE OF WORK

I. PROGRAM DESCRIPTION

Rio Vista CARE, Inc., a California non-profit ("Contractor") shall provide the School Based Mental Health Program for the County of Solano, a political subdivision of the State of California (the "County"). Contractor shall provide school-based prevention and early intervention mental health treatment services for children/youth ages 6-18. Prevention services will include education and support for school personnel and parents. Services will be rendered for three school sites located in Rio Vista: D.H. White Elementary, Riverview Middle School, and Rio Vista High School. The School-Based Mental Health Program is outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Years (FY) 2014/2017 and FY 2017/20.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. PROGRAM SPECIFIC ACTIVITIES

A. Targeted Prevention Strategies (A minimum of 198 unduplicated individuals served)

- 1) Provide a minimum of one training per fiscal year to school personnel at each assigned school sites. Trainings topics to school personnel and teachers include stigma reduction and mental health topics such as: signs of socio-emotional disorders, trauma, risk/protective factors, suicide prevention and/or other related topics as identified by the school community. Training opportunities may include but are not limited to:
 - a. Site-based in-service trainings;
 - b. Staff meetings;
 - c. District-wide staff development trainings;
 - d. Providing mental health stigma reduction information to participating school sites and districts to post on external and internal websites;
 - e. The circulation of quarterly newsletters containing mental health related topics such as recognizing signs of mental illness in youth; recognizing signs of socio-emotional disorders in youth; and suicide prevention.
 - i. Contractor shall administer and collect the PEI demographic form provided by the County at each in-person training.
 - ii. Contractor will administer training evaluations at each training event to measure learning acquired by school personnel.
- 2) Provide a minimum of one training or educational event for parents/caretakers on stigma reduction and/or mental health topics such as: signs of socio-emotional disorders, trauma, risk/protective factors, suicide prevention and/or other related topics as identified by the school community. Training opportunities may include but are not limited to:
 - a. Back to School Nights;
 - b. Site-based in-service trainings;
 - c. District-wide parent/caretaker trainings/events;
 - d. Providing mental health stigma reduction information to participating school sites and districts to post on external and internal websites;
 - e. The circulation of quarterly mailers/newsletters containing mental health related topics such as recognizing signs of mental illness in youth; recognizing signs of socio-emotional disorders in youth; and suicide prevention.
 - i. Contractor shall administer and collect the PEI demographic form provided by the County at each in-person training.

- ii. Contractor will administer training evaluations at each training event to measure learning acquired by parents/caretakers.
 - f. Contractor shall provide student workshops/groups; Coordinate with school sites to schedule a minimum of one 4-5 week workshops for the 2017-2018 school year for students on socio-emotional development topics including but not limited to; anti-bullying, depression, anxiety, stress management, trauma, and anger management at identified school sites.
 - g. Students participating in the workshops will be identified by school site personnel.
 - h. Contractor shall administer and collect the PEI demographic form provided by the County for each workshop/group participant.
 - i. Contractor will administer pre/post evaluations to measure learning and progress made as a result of participation in workshops/groups.
- B. Early Intervention Strategies (a minimum of 30 unduplicated clients served)
- 1) Provide clinical assessments for students referred to determine mental health and socio/emotional needs.
 - 2) Provide short-term targeted individual therapy services. Contractor will utilize evidence-based practices including but not limited to Traditional Cognitive Behavioral Therapy (CBT).
- C. Linkage Services including:
- 1) For children/youth determined to be high risk and in need of a higher level of care, Contractor shall refer to an appropriate provider (Solano County Mental Health, Full Service Partnership Program, other insurance, etc.) in a timely manner.
 - 2) For children/youth determined to be lower risk but could benefit from other community services and supports, Contractor shall refer to an appropriate program that will meet the needs of the child/youth and/or their parents/caregivers.
 - 3) Contractor will track the referrals made to include the name of the individual referred for alternative services, date of referral, and where individual was referred to.

2. GENERAL ACTIVITIES

- A. Provide 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.
- B. Ensure that service frequency is individualized and based upon the need of each consumer and in accordance with the County MHP level of care system.
- C. 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.
- D. Maintain documentation/charting according to industry standards. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- E. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors.
 - 1) Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 - 2) "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
 - 3) If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field,

the Contractor will provide and document training around any service activity for which the staff will be providing.

- F. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. The Child Adolescent Needs & Strengths (ages 3-21) assessment outcomes instrument shall be used with all County consumers at the required intervals of initial assessment, 6 month intervals, and discharge from treatment. Primary Service Coordinators and Treatment planning teams shall use CANS assessment data to determine treatment progress, areas of treatment focus and support continued need for treatment or for treatment reduction or discharge. The Primary Service Coordinator shall be responsible for completing these instruments and shall consult with other ancillary treatment providers as required by the administration protocol and/or sound clinical practice.
- H. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- I. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County seal as well as the MHSA logo. These materials will be made available to you at your request.

3. PERFORMANCE MEASURES

- A. Prevention Strategies
 - 1) Provide prevention services to 198 unduplicated individuals..
 - 2) 75% of training participants will demonstrate an increase in knowledge evidenced by pre and post training evaluations.
 - 3) Student workshops/groups offered by Contractor – a minimum of 60% of student participants shall demonstrate an increase in knowledge evidenced by pre and post evaluations.
- B. Early Intervention Strategies
 - 1) Assess a minimum of 30 students who have been identified to have or be at risk of developing a mental illness,
 - 2) At least 75% of the students receiving mental health treatment services will show improvement on the Child Behavior Checklist (CBCL) as evidenced by a decrease in the T-scores for at least 8 of the 15 scales.

4. REPORTING REQUIREMENTS

- A. Collect, compile and submit monthly MHSA agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee.
- B. Submit the monthly Service Delivery Reporting Form which includes:
 - 1) Number of unduplicated individuals served;
 - 2) Number of services provided per specific program activities;
 - 3) Unduplicated count of consumers served in each program activity.
- C. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
 - 1) Age group;
 - 2) Race;
 - 3) Ethnicity;
 - 4) Primary Languages;
 - 5) Sexual orientation;
 - 6) Gender assigned sex at birth;
 - 7) Current gender identity;
 - 8) Disability status;
 - 9) Veteran status.

- D. For Prevention and Early Intervention (PEI) funded contracts: Per Title 9 CCR Section 3560.010 Contractor shall collect and report demographic data will include outreach and prevention activities as well as early intervention activities. Contractor to collect demographics for:
 - 1) Participants of prevention activities including trainings, support groups, outreach events, etc.
 - 2) Consumers served in prevention and early intervention programs.
- E. Prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The following information should be included:
 - 1) Compilation of all biannual/annual data;
 - 2) Narrative of collaborative aspects of the program, if applicable;
 - 3) Agreed upon client outcomes and benchmarks for success;
 - 4) Any challenges or barriers to the provision of services.

5. CONTRACT MONITORING MEETINGS

- A. Contractor shall attend quarterly contract monitor meetings with the County Contract Manager or designee. Contractor shall ensure that staff providing program oversight and management attend quarterly meetings.

6. PATIENTS RIGHTS

- A. 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 clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - 1) Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
 - 2) They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

7. CULTURAL COMPETENCE

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

- A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including, but not limited to:
 - 1) Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce;
 - 2) Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:

- 1) Contractor shall provide services in the preferred language of the consumer 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 consumer or family expressly refuses the interpreter provided.
 - 2) Contractor shall ensure that all staff members are trained on how to access interpreter services.
 - 3) All informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign shall be provided in the consumer/family member's preferred language whenever possible.
 - 4) Contractor shall at a minimum provide translation of written informational materials, legal forms, clinical documents, in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
- 1) Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - 2) Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
 - 3) 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 in terms often used in the mental health field is recommended.
 - 4) Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES

- A. Medi-Cal Certification:
- 1) 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 Behavioral Health Division policy.
 - 2) Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - 3) Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the Solano County Behavioral Health Division Medi-Cal Certification Update Form.
 - 4) Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- B. Staff Credentialing:
- 1) All Contractor staff providing services that are entered into the County billing and information system must have their names and other required information communicated to County Quality Improvement using County Staff Master form.
- C. Access:
- 1) Ensure that upon receiving written referral or request for service, contact consumer within 3-5 business days and offer an assessment within 10 business days. In the event that this timeline cannot be met:
 - a. Contractor will notify the appointed County Contract Manager or the County designee within two (2) business days.

- b. For consumers with Medi-Cal insurance who will be served under the MHP a Notice of Action E will be utilized in accordance with the MHP guidelines.
 - 2) Contractor will forward confirmation of all consumer intakes, not initially referred from the County, to the County's Access unit.
 - 3) Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County business and after-hours access telephone line, during one month per fiscal year.
 - D. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the 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 Quality Improvement documentation trainings and manual.
 - 1) Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, 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.
 - 2) Required documentation includes, but is not limited to, the following:
 - a. Informing Materials;
 - b. Clinical Behavioral Health Assessment;
 - c. Consumer Treatment Plan;
 - d. Service Authorization;
 - e. General Consent for Treatment;
 - f. Medication Consent;
 - g. Authorizations to Release Medical Records;
 - h. Acknowledgement of Receipt of Notice of Privacy Practices;
 - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days).
 - E. Concurrent Review:
 - 1) Contractor shall coordinate with County Quality Improvement, when requesting service authorization for a client, to provide an Assessment, Consumer Treatment Plan, Service Authorization, and any other relevant documents deemed necessary by County prior to authorizing services.
 - 2) Contractor will respond to County Quality Improvement's request for clinically amended documentation and resubmit documentation within 5 business days of receiving request.
 - F. Problem Resolution:
 - 1) Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy ADM141 Beneficiary Problem Resolution Process – Grievances, ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues, ADM142 Beneficiary Problem Resolution Process – Appeals, ADM143 Beneficiary Problem Resolution Process – Expedited Appeals, ADM132 Request to Change Service Provider, and AAA210 Beneficiary Right of a Second Opinion.
 - 2) Contractor duties regarding Problem Resolution include, but are not limited to the following:
 - a. Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following

brochures: "Beneficiary Rights & Problem Resolution Guide" "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", "Mental Health Service Act Issues Form" and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.

- b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
- c. Contractor shall communicate and collaborate directly with the County Quality Improvement 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.

G. Serious Incident Reports (SIRs):

- 1) 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 ADM-1.10 Serious Incident Reporting, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
 - b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/ Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County H&SS Compliance Unit concurrently immediately upon discovery and no later than 24 hours.

H. Contractor Quality Improvement Process:

- 1) Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement 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 Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - b. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
 - c. Internal review of provider progress notes – Contractor will internally review at least 10% of all progress notes. A quarterly report will be sent to County Quality Improvement.
 - d. 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.

- I. Quality Improvement Committee:
 - 1) Contractor will provide a representative to participate in County quarterly Quality Improvement Committees.
 - 2) If Contractor is not located within Solano County boundaries, representative may request to participate remotely via conference call and/or web-based interface.
- J. Annual County review of Contractor service delivery site and chart audit:
 - 1) County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County Mental Health Utilization Review Handbook.
 - 2) Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
 - 3) 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.
- K. Compliance Investigations:
 - 1) 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 Agreement. 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 consumers receiving services, and other data relating to all matters covered by this Agreement.
- L. Service Verification:
 - 1) Contractor will submit an executed copy of Contractor Service Verification Policy once created, and will provide revised policy any time policy is revised/updated.
 - 2) Contractor policy will contain measures as strict or stricter than the current County policy QI620 Service Verification Requirements
 - 3) Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy QI620.
- M. Conflict of Interest – Expanded Behavioral Health Contract Requirements:
 - 1) Contractor will abide by the requirements outlined in County policy ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies, including but not limited to the following:
 - a. 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
 - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c. 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.
 - d. 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 10 years.
- N. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff receive formal Compliance training on an annual basis.
 - 1) Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.

O. Performance Data (1915b Waiver Special Terms and Conditions):

- 1) 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.

9. 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 consumers (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 consumer'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 consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 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 SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
2. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system.
3. Providing feedback on performance measures objectives in a timely manner to seek a proactive solution.
4. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
5. Providing feedback on fiscal performance and process budget modifications and contract amendments as appropriate.

EXHIBIT B-1-1
BUDGET DETAIL AND PAYMENT PROVISIONS
May 1, 2017 – June 30, 2017

DIRECT COSTS
For Service Delivery of Contracted Services

A. Personnel Expenses				
Job Title	FTE			Total
Marriage and Family Therapist Interns	0.3			12,500
Office Assistant	.02			2,200
Program Supervisor/MFTI	.01			2,241
Total Salaries				16,941
Total Fringe Benefits (16.34%)				2,711
Total Personnel Expenses (Salaries + Fringe Benefits)				\$13,682

B. Operation Expenses			
Line Item			Total
Office Supplies & Materials			500
Telephone Communications			400
Postage/Mailing			318
Reproduction/Copying			318
Travel			
Training/Conferences			450
Total Operation Expenses			\$1,986
Subcontractor			
Clinical Supervisor			\$1,454

C. Indirect Expenses			
	%		Total
Administration	8.64		1,908
Total Indirect Expenses			

TOTAL BUDGET	\$25,000
---------------------	-----------------

**EXHIBIT B-1-1
BUDGET DETAIL AND PAYMENT PROVISIONS
FY 2017-2018**

DIRECT COSTS
For Service Delivery of Contracted Services

A. Personnel Expenses				
Job Title	FTE			Total
Marriage and Family Therapist Interns	0.35			15,200
-Administrative Support	0.07			21,000
Program Supervisor/MFTI	0.20			3,016
Total Salaries				20,316
Total Fringe Benefits (16.34%)				3,251
Total Personnel Expenses (Salaries + Fringe Benefits)				\$20,568

B. Operation Expenses			
Line Item			Total
Rent and Utilities			1,000
Office Supplies & Materials			525
Telephone Communications			400
Postage/Mailing			336
Reproduction/Copying			500
Travel			0
Training/Conferences			600
Total Operation Expenses			\$3,361
Subcontractor			
Clinical Supervisor			\$3,679

C. Indirect Expenses			
	%		Total
Administration	8.66		2,392
Total Indirect Expenses			\$2,392

TOTAL BUDGET	\$30,000
---------------------	-----------------

**EXHIBIT B-2-1
SERVICE CODE LISTING**

Avatar Service Code	Mode	Service Function Code	Description	Unit of Service
NOSHOW	15	00	Client No Show	per minute
PRVCAN	15	00	Provider Cancellation	per minute
CLTCAN	15	00	Client Cancellation	per minute
90887I	15	10	Collateral	per minute
T10117ICC	15	07	Intensive Care Coordination (ICC)	per minute
90791	15	30	Assessment	per minute
90847	15	40	Family Therapy	per minute
H2015	15	40	Individual Therapy	per minute
H2017I	15	40	Individual Rehab	per minute
H0032	15	40	Plan Development	per minute
90853	15	50	Group Therapy	per minute
H2017G	15	50	Group Rehab	per minute
H2015IHBS	15	57	Intensive Home Based Services (IHBS)	per minute
H2011	15	70	Crisis Intervention Service	per minute
90882	15	01	Brokerage and Placement	per minute
99499	15	00	Non Billable Service	per minute
T1017	15	01	Targeted Case Management	per minute

EXHIBIT D-1
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 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 \$7,500.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. HIPAA CONTRACTOR AGREEMENT

Contractor shall execute the form attached as Exhibit D-4.

5. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.

County of Solano
Standard Contract

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Rio Vista CARE, Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
-

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Adriana Bejarano



05/23/2017
12:54 PM EDT

Contractor Signature

County of Solano
Standard Contract

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Adriana Bejarano



05/23/2017
12:54 PM EDT

Contractor Signature

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Adriana Bejarano  05/23/2017
12:54 PM EDT

Contractor Signature

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the “Agreement”) between the County of Solano (the “County”) and the Contractor (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 t 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 disclosed 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 cross cut 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, 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 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 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 Covered entity 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 P 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 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.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor 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.

Adriana Bejarano



05/23/2017
12:54 PM EDT

Contractor Signature

EXHIBIT D-5

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Rio Vista CARE, Inc.

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

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, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Adriana Bejarano



05/23/2017
12:54 PM EDT

Contractor Signature