

AGREEMENT FOR SERVICES #6370

Social Rehabilitation Treatment Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Compassion Pathway Behavioral Health, LLC, a California Limited Liability Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5410 White Lotus Way, Elk Grove, CA 95757 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide residential treatment services at a licensed Social Rehabilitation Facility for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as “Client” or “Clients”) in licensed community care facilities on an “as requested” basis for the Health and Human Services Agency, Behavioral Health Division; and

WHEREAS, Social Rehabilitation Facilities are facilities licensed by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD,) to provide augmented services beyond living and care services for clients in licensed Community Care Facilities as defined in Section 1502 of the Health and Safety Code; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, “Scope of Services;” that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, the services at this Social Rehabilitation Facility shall include, but are not limited to, supportive, supervisory and incidental medical services as defined in the client’s Individual Services and Support Plan and are provided in addition to the basic care and supervision provided by licensed facilities; and

WHEREAS, the residential treatment services provided at the Social Rehabilitation Facilities are intended to facilitate the movement of clients from a restricted environment to independent living in the community; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services:

- A. Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.
- B. Contractor agrees to furnish the facility, personnel, services and equipment necessary to provide Residential Treatment Services in a fully functional Social Rehabilitation Facility (SRF) for Clients on an "as requested" basis for the Health and Human Services Agency (HHS). Services provided shall be in accordance with all governing regulations or requirements herein this Agreement, which shall have the meaning as they are currently interpreted, or as may be amended during the term of this Agreement. Contractor shall maintain all requirements in accordance with California Code of Regulations (CCR) Title 22, Division 6, Chapter 2, and CCR Title 9, Division 1, Chapter 11.

- 1. **Services:** The goal of the SRF is to help Clients gain the skills and ability necessary to remain out of higher level placements (such as Institutions for Mental Disease and Mental Health Rehabilitation Centers) and to move into a less restrictive living arrangement in the community. Contractor shall accomplish this goal by helping each Client to develop independent living skills and improve their quality of life.
 - a. Clients will be treated with respect and allowed to live in the SRF with the ability to make reasonable decisions and express independence in a monitored and safe environment for all Clients. The SRF staff will work closely with the Clients, County, and other appropriate entities (e.g., conservator, Probation) to develop individualized Needs and Service Plans for all Clients residing at the SRF, with the goal of discharging to a lower level of care within one hundred eighty (180) days. Clients will actively participate in the development of their Needs and Service Plans.
 - b. The program must provide support for Clients who require assistance with everyday activities, as well as provide training to Clients to develop independent living skills. Services may be provided in person, one-on-one or in groups. The program will be configured to meet the individual needs of each Client, and may include, but are not limited to, skill building in the following areas based on Client-specific needs:
 - i. Personal Hygiene;
 - ii. Household Maintenance (cleaning, laundry, etc.);
 - iii. Nutrition and Meal Planning;
 - iv. Personal Safety;
 - v. Medical Needs / Medication / Health;
 - vi. Money Management / Budgeting;
 - vii. Public Benefit Enrollment / Certification;
 - viii. Public Transportation;
 - ix. Personal Identification Documentation;
 - x. Reading and Writing Skills;

- xi. Telephone Usage and Etiquette;
- xii. Use of Clocks and Calendars;
- xiii. Basic Problem Solving Skills;
- xiv. Social / Communication Skills Development;
- xv. Sensory / Motor Skill Development;
- xvi. Vocational / Volunteer Readiness;
- xvii. Recreation and Social Activities;
- xviii. Peer and Family Support; and
- xix. Community Integration / Linkage to Community Resources.

Training goals will be identified in each Client's Needs and Service Plan. For additional training descriptions see Exhibit A, "Program Description," attached hereto and incorporated by reference herein. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other.

- c. Additionally, Contractor will be required to comply with all other service needs for operation of the SRF and support for the Clients, including but not limited to:
 - i. Preparing three meals and three nutritional snacks each day and providing Clients and the County with a calendar of meals and snacks;
 - i. Providing housekeeping and laundry;
 - ii. Transporting Clients;
 - iii. Arranging for daily activities and providing Clients and the County with a calendar of daily activities;
 - iv. Providing skilled nursing services, as needed;
 - v. Assisting with medication, including administration, ordering, monitoring for side-effects, and reporting medication non-compliance to the County, and conservator if applicable;
 - vi. Supporting Clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed;
 - vii. Providing close supervision of and intensive interaction with Clients who may require the management of more difficult or complex behavioral problems consistent with the Client Plan, reporting any concerns to the County, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors;
 - viii. Maintaining individual Client records in accordance with County and State requirements;
 - ix. Allow County or its authorized representative access to the facility and Client records to the extent authorized by law for County purposes including but not limited to Client assessment/reassessment, monitoring, record review and consultation as deemed necessary by the County; and
 - x. Participate with County in regularly scheduled meetings with County, conservators, and/or other entities with whom the Client is involved (e.g., Probation) to assess the progress and ongoing needs of Clients.

The staff at the SRF shall prominently post and provide to each Client and Client's natural support network (e.g., family, County staff, Probation, conservator if applicable) information regarding how to contact SRF staff in case of any Client-specific concerns or emergencies. The SRF shall also display all other required posters and/or notifications, such as County grievance forms.

d. Admission and Discharge:

- i. Referrals for admission will be made by the County. The SRF intake staff will review all referrals for appropriateness of placement. If a Client is accepted to the SRF, an admission plan will be developed for each new Client to address the date and time of arrival, orientation to the SRF, and other Client-specific care and coordination needs. In the event it is determined that a Client is not appropriate for placement at the SRF, the County, and conservator if applicable, will receive written notification of the denial and the reason for the denial.
- ii. Discharge planning should begin at admission in collaboration with the County, conservator if applicable, and any other relevant entities/individuals. Notifications of discharges must be made in a timely manner to the County, and conservator if applicable.

2. **Level of Care:**

The purpose of the SRF is to assist Clients with stepping down from a higher level of residential care and to keep Clients from progressing to a higher level of care. As such, the Clients who will reside at the SRF are anticipated to have a high level of care, but not rising to the level of requiring a locked placement.

County will reassess Clients' level of care every six (6) months after admission using, minimally, the Levels of Care Utilization System (LOCUS) and Adult Needs and Strengths Assessment (ANSA). If there is a significant change in the level of functioning before the six (6) month period is over, the Contractor and the County will prepare a new assessment and Needs and Services Plan.

3. **Psychiatric and Medication Support Services:**

- a. Psychiatric and Medication Support Services (MSS) shall be provided and documented in accordance with CCR, Title 9, Division 1 and Medi-Cal billing requirements. In the event the Contractor does not have a psychiatrist available and a Client is in need of MSS, a MSS referral must be sent to County for service coordination. MSS must be listed on the Treatment Plan as an intervention prior to the referral being sent to County.
- b. Contractor shall notify County in writing when the waiting time to see a Psychiatrist exceeds fifteen (15) days.

4. **Communication with Collaborative Partners:**

Contractor will be required to maintain effective and ongoing communication with the County and related partners supporting the SRF Program and Clients.

The majority of the SRF Clients will be conserved pursuant to the Lanterman-Petris-Short (LPS) Act. Therefore, Contractor will be required to collaborate with the County's Public Guardian office and other individual conservators for the care and treatment of the conserved individuals residing at the SRF.

Some of the SRF Clients will have been or will be involved with the criminal justice system. Therefore, the Contractor will be required to collaborate with the County's Probation Department, Public Defender's Office, Courts, and the District Attorney's Office.

Client Plans will be developed by the County's designated Case Manager and Clients in cooperation with the Contractor. To ensure effective collaboration, Contractor will work closely with the County's

designated staff/case manager to develop a facility program plan to meet the goals and objectives established in the Client Plan.

5. **Reporting Requirements:**

- a. Regular reporting and accurate submission of documentation is required to meet the needs of the County. Maintenance of individual Client records, reporting outcomes for Clients and tracking key events is required in accordance with County requirements and as mandated by the State. All reports must be submitted timely and transmitted to the appropriate agencies. Regular reporting is anticipated to include, but not be limited to:
 - i. Client progress towards goals (quarterly at a minimum; more frequently if needed);
 - ii. Client behavioral concerns;
 - iii. Full Service Partnerships documentation, including but not limited to key tracking events;
 - iv. Unusual occurrence reports;
 - v. Results of any State or federal audits;
 - vi. Grievances; and
 - vii. All State and federal reporting that may be required by law or regulation.
- b. Contractor shall complete and submit all reports required by State, Federal law or regulation and County requirements, including a Plan of Operation and a Financial Plan of Operation. Copies of reports must be timely transmitted to the appropriate agency(ies). Additionally, program “success” will be measured and reported. Measurements may include, but are not limited to:
 - i. The number of Clients who discharge from the SRF for a higher or lower placement;
 - ii. The number of Clients who newly obtain or recertify for public benefits;
 - iii. The number of Clients who come off a conservatorship or who go onto a conservatorship while residing at the SRF; and
 - iv. Other measurements Contractor deems indicative of success.

6. **Staffing:**

- a. Staff qualifications and the number of staff on-site and available as-needed must minimally be in compliance with State requirements. Facility personnel must at all times be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision, including over-night staff. Staff classifications must be within the scope of practice for the duties performed, including supervisory and medication support services.
- b. Staff shall be highly competent, caring, and compassionate, with experience working with individuals with a serious mental illness and co-occurring disorders.
- c. Staff shall be trained on all relevant operational requirements of an SRF, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans and activities beyond basic living and personal care, Client safety measures, and the provision of excellent Client care.
- d. As may be necessary, staffing should be able to be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any Client and as-needed to adhere to all regulations outlined in the CCR Title 22, Section 80065, Personnel Requirements.
- e. Contractor must provide ongoing staff training in topics relevant to client treatment, the operation of an SRF, and the provision of excellent client care.

- f. Contractor must have licensed nurses on staff in order to provide skilled nursing services as needed.
- g. To be in compliance with applicable State law and regulations, the Contractor must have at least one (1) designated administrator, who possesses the necessary California qualifications and administrator certification, on staff and on premises the number of hours necessary to manage and administer the facility in compliance with applicable law and regulation. The certified administrator or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site twenty-four (24)-hours per day, seven (7) days per week.
- h. The designated administrator must maintain and recertify their administrator certification every two (2) years as mandated by the State. Any change of administrator has to be reported to the CDSS/licensing agency and to the County in writing within thirty (30) days prior to a change in administrator.

7. **Facilities:**

a. Medi-Cal Site Certification:

- i. County shall audit Contractor’s facilities for Medi-Cal site certification, in accordance with DHCS protocol. Certification of Contractor as an organizational provider of SMHS shall be in conformance with Short Doyle/Medi-Cal (SD/MC) “Provider Re/Certification Protocol” requirements available at <https://www.dhcs.ca.gov/services/MH/Pages/Certifications.aspx>.
- ii. Contractor shall maintain at least the following Medi-Cal Site Certified and appropriate facility(ies) for the provision of Outpatient SMHS for Clients referred by County who meet the minimum requirements for Medi-Cal eligibility. Any subsequent facilities added or change to the locations listed below, must be approved by the County, in advance and in writing, prior to any relocation, closure, or other change in physical location.

Names & Addresses	Cirby Ranch SRF 1085 Sandringham Way Roseville, CA 95661	Compassion Springs SRF (license pending) 4229 Toyon Drive Diamond Springs, CA 95619
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- iii. Contractor shall maintain current written policies and procedures required by the SD/MC Provider Certification & Re-Certification Protocol issued by the State.
- iv. Contractor shall comply with the provisions of CCR Title 9, Section 1810.435.
- v. Contractor shall comply with the requirements of CCR Title 9, Section 1810.435(e) by cooperating with the County for inspection of any site owned, leased, or operated by the Contractor and used to deliver covered services to beneficiaries, except that on-site review is not required for a public school or a satellite site.
 - 1) “Satellite site” means a site owned, leased, or operated by an organizational provider at which SMHS are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two (2) employees or contractors of the provider.

b. Changes to Site Certified Facilities: Contractor shall notify County of any changes that may affect Medi-Cal Site Certification, including but not limited to, structural changes, relocation, expansion, closure, identification of staff as ineligible to provide services in accordance with the section titled “Service Provider Requirements” herein, or major staffing/organizational structure changes. Such notification shall occur at least forty-five (45) days prior to the change occurring, to the extent possible.

If not possible in forty-five (45) days, Contractor shall provide County with notification in accordance with Article the article titled, "Notice to Parties" herein, within one (1) business day of changes.

- i. Contractor shall not provide Medi-Cal services at any site, other than a satellite site or a public school, prior to receiving authorization from the County to do so, nor may Contractor provide services at a site for which the Medi-Cal site certification has expired or otherwise terminated.
 - ii. Contractor shall provide Centers for Medicare & Medicaid Services, the State Medicaid agency, the County, and their agents, and/or designated contractors with access to provider locations to conduct unannounced on-site inspections of any and all provider locations, with the exception of satellite sites.
 - iii. Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).
- c. Signage, Documents and Media:
- a) All required signage shall be displayed in a manner that is easily accessible to all Clients, staff, family members, and visitors in all Contractor service locations providing Outpatient SMHS.
 - b) Posting of Signs and Availability of Forms/Documents/Audio Media: Contractor shall ensure compliance with "Provider Re/Certification Protocol".
- d. Contractor agrees to maintain Americans with Disabilities Act (ADA) compliance in a clean, comfortable, functional, and non-institutional setting, compliant with State SRF regulations. The facility shall allow for single or double occupancy bedrooms (but no more than two Clients per bedroom), common rooms, including a living room, dining room, den or other recreation/activity room, which provide the necessary space and/or separation to promote and facilitate the program of planned activities and to prevent such activities from interfering with other functions, and an appropriate number of bathrooms based on the maximum occupancy. At least one room must be available to Clients for relaxation and visitation with friends and/or relatives. There must also be outdoor activity space that is easily accessible to Clients, protected from traffic, has a shaded area, and has comfortable outdoor furniture for use.
- e. SRF must be enrolled as a DHCS Medi-Cal Provider responsible for providing Assisted Living Waiver (ALW) services to residents.
- f. SRF provider must have a National Provider Identifier (NPI).
- g. Facility must be registered in all applicable State and federal databases (e.g., PAVE, NPPES).
- h. Facility must have a designated Administrator who possesses the necessary California qualifications and Administrator Certification.
- i. Facilities housing more than six (6) Clients are required to have an Individual Response System (IRS) enabling Clients to summon for assistance at any time.

C. County Responsibilities include the following:

1. County shall ensure that any Client referred to Contractor is eligible as a Full Service Partnership client and shall attest to same on the Referral Authorization, in the form and format as approved by County.
2. Complete Referral Authorization and the Client's Individual Services and Supports Plan, and submit both to Contractor for each Client referred within twenty-four (24) hours of placement.
3. Provide case management support for Clients residing in the facility.
4. Provide Psychiatric Emergency Services ("PES") evaluations pursuant to Welfare and Institutions Code 5150 as when necessary.
5. Participate in discharge planning.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall remain in effect through March 31, 2025, unless terminated by one of the parties pursuant to the provisions under the Article titled, "Fiscal Considerations" and the Article titled, "Default, Termination, and Cancellation" herein.

ARTICLE III

Compensation for Services:

A. **Rates:** For the purposes of this Agreement, services shall be reimbursed in accordance with **Exhibit B, "Rate Schedule,"** attached hereto, and incorporated by reference herein. Notice of rate changes shall be submitted, in writing, to the address noted in the Article title, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's (HHS) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

B. **Invoices/Remittances:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Invoice Template available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, and incorporated by reference herein.. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

1. **Dedicated Beds:** Contractor shall submit invoice for payment not more than fifteen (15) days prior to the first day of the month for which services are being billed; payment shall be made monthly in advance. Payment for six (6) beds at the rate identified in **Exhibit B, "Rate Schedule"** shall commence upon admission of the first County-referred Client.

2. **Non-Dedicated Beds:** For Client occupancy in any additional SRF bed, above the six (6) reserved beds, Contractor shall submit invoices for services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p align="center">BHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p align="center">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

3. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- For those situations where a service is disallowed by County on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSAs Chief Fiscal Officer.

A. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in the County's Performance Contract Agreement 21-10079, or as amended or replaced, available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, and as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667

B. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

ARTICLE IV

Maximum Contractual Obligation: The maximum contractual obligation for the term of this Agreement shall be \$3,120,000 for all services provided during the term of this Agreement.

ARTICLE V

A. **Audited Financial Reports:** Contractor shall submit to the County audited financial reports specific to this contract on an annual basis with submission of the Contractor Cost Report. The audit shall be conducted in accordance with generally accepted accounting principles (GAAP) and generally accepted auditing standards (GAAS) (42 CFR Section 438.3(m)).

B. **Cost Report:** The Contractor Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator, or successor, upon reasonable notice. The Cost Settlement terms and other related clauses of this Agreement shall survive the term of the Agreement. If Cost Reporting, Cost Settlement, and Audits are performed during or after the termination date of the Agreement, Contractor shall reimburse County for the portion of the funding in this Agreement that is not reimbursed by State and/or federal governments.

Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein. Contractor shall return the completed Cost

Report to County within thirty (30) days from issuance of Cost Report materials (“Cost Report Due Date”), including but not limited to instructions, templates and units of service reports by County, unless a written request for an extension is approved by the HHS Chief Fiscal Officer, or successor. County shall review Contractor’s Cost Report and communicate with Contractor in order to verify units from County’s Electronic Health Record report and confirm that the various updates are included in the Cost Report. Contractor shall work with County responsively and cooperatively to finalize the Cost Report.

It is agreed between County and Contractor that the provisional rates stated in this Agreement are intended to approximate the Contractor’s actual costs. Should the actual rate as determined in the Contractor Cost Report for the Fiscal Period be less than the provisional rate, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31 following the Fiscal Period. Based upon written approval by the HHS Director, this reimbursement may be made via monthly installment payments for up to six (6) months. Costs will be settled to the lesser of actual and allowable costs, published charges and contracted rates and not exceeding the maximum amount of this Agreement.

If Contractor fails to submit an accurate and complete Cost Report by the Cost Report Due Date, County shall not make any further payments to Contractor under this Agreement until Contractor submits an accurate and complete Cost Report.

- C. **Cost Settlement:** Contractor will reimburse County, as indicated in the County/State Final Cost Settlement. The amount due to County will be inclusive of any amount initially paid to County with the submission of the Cost Report. Reimbursement shall be processed thirty (30) days after the State issues its report, or accomplished by a credit on funds due to Contractor on a subsequent Agreement. County shall notify Contractor of the issuance of the State’s report. The County may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the County from prior expired contracts between parties.

In the Final Cost Settlement process, the unit rate established in the Contractor Cost Report shall be the basis for reimbursement to the County, unless the State authorizes a change to the total units.

ARTICLE VI

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.

- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article titled, "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VII

Limitation of County Liability for Disallowances: Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement. To the extent that a Federal or State audit disallowance results from a claim or claims for which Contractor has received reimbursement for services provided, County shall recoup within 30 days from Contractor through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year. All subsequent claims submitted to County applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

Contractor shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

ARTICLE VIII

License and Certifications: The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful execution of the work.

Contractor shall keep informed of, observe, comply with, and cause all of its agents, subcontractors and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the County in writing.

Contractor shall submit a copy of any licensing report issued by a licensing agency to HHSA within ten (10) business days of Contractor's receipt of any such licensing report.

ARTICLE IX

Nondiscrimination:

- A. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.
- B. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee

or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including human immunodeficiency virus ["HIV"] and acquired immune deficiency syndrome ["AIDS"]), medical disability, medical condition (e.g. cancer), age (over 40), marital status, age, sex, sexual preference and denial of family care leave. Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- C. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- D. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- E. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- F. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.
- G. Contractor shall comply with **Exhibit C**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning **Exhibit C** upon request by County.

ARTICLE X

Quality Assurance and Utilization Review: Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations, and guidelines operative during the term of this Agreement.

Contractor shall comply with existing Federal regulations for utilization review pursuant to Title 42, Code of Federal Regulations, Subpart D. These shall include certification of need for care, evaluation and medical review, plans of care and utilization review plan. Contractor shall establish a Utilization Review Committee with the function to determine that admissions and length of stay are appropriate to that level of care and to

identify problems with quality of care. Composition of the committee shall meet minimum Federal requirements.

ARTICLE XI

Record Retention: Contractor and its subcontractors providing services under this Agreement agree to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California law, including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation.

Records shall be maintained on all Clients admitted or accepted for treatment in accordance with Title 22, CCR § 71551.

ARTICLE XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIV

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XV

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall include in any subcontract all the terms and conditions of the Article titled “Special Terms and Conditions” in this Agreement. Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and shall require that all subcontractors comply with all pertinent Federal and State statutes and regulations.

ARTICLE XVI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XVII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, § 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given

fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Hold Harmless: Contractor agrees to hold harmless the State of California and its beneficiaries in the event the County cannot or shall not pay for services performed by the Contractor pursuant to this Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B. Termination for Cause: Upon the County or State's knowledge of a material breach of this Agreement by the Contractor, the County or State shall:

- 1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County or State; or
- 2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
- 3) If neither cure nor termination is feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

- C. **Judicial or Administrative Proceedings:** The County or State may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.
- D. **Effect of Termination:** Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all Individually Identified Health Information (IIHI) received from the State that the Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- E. **Termination Process:** The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing State legislation. The County shall provide a termination notice in writing to the Contractor.
- 1) Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:
- a. Stop work on the date specified in the notice;
 - b. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
 - c. Terminate all orders and subcontracts;
 - d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
 - e. Deliver or make available to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with the Article titled, "Notice to Parties."

- F. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- G. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- H. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon a minimum of seven (7) calendar days written notice by County without cause. If such prior termination is

effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing it in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, Ca 95667
Attn: Contracts Unit
HHSa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Procurement and Contracts
330 Fair Lane, Bld. A
Placerville, Ca 95667
Attn: Purchasing Agent

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

COMPASSION VALLEY LLC
5410 White Lotus Way
Elk Grove, CA 95757
Attn: Executive Director
iezeani@stracare.com

Or to such other location as the Contractor directs.

ARTICLE XX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in

the Article titled, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

Confidentiality and Information Security: Contractor shall comply with applicable laws and regulations, including but not limited to §§ 14100.2 and 5328 et seq. of the Welfare and Institutions Code, § 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Contractor shall comply with terms and conditions in accordance with the Agreement between County and California Department of Health Care Services, including "Mental Health Plan, Exhibit F – HIPAA Business Associate Addendum" available at [http://www.edcgov.us/HHSA/](http://www.edcgov.us/HHSA/ContractorResources) Contractor Resources, "Mental Health Plan,"¹ and incorporated herein by reference. As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as **Exhibit D** and incorporated by reference herein.

ARTICLE XXII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXIII

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

¹<http://www.edcgov.us/HHSAForContractors/>

ARTICLE XXIV

Waivers: A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XXV

Debarment and Suspension: The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates, or any subcontractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or sub-recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub-recipient covered transactions.
- G. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- H. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.
- I. The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

ARTICLE XXVI

Insurance: Contractor shall provide proof of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California; and
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County of El Dorado Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement for breach pursuant to the Article titled, "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with County of El Dorado Risk Management, as essential for the protection of the County.

ARTICLE XXVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code § 1090 et seq. and § 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article titled, "Default, Termination and Cancellation."

ARTICLE XXVIII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIX

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXX

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXI

County Business: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code § 5.08.070.

ARTICLE XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Lesly Van Sloten, LMFT, Manager of Mental Health Programs, Behavioral Health Division, or successor.

ARTICLE XXXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXVIII

Additional Terms and Conditions:

- A. Contractor acknowledges and agrees that this Agreement is intended to implement the following programs and agreements:
 - Agreement 21-10079 by and between the County of El Dorado and California Department of Health Care Services (known as the Performance Agreement), available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx;

- Agreement 17-94580 by and between the County of El Dorado and California Department of Health Care Services (known as the Mental Health Plan or MHP), available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx;
- Proposition 63, otherwise known as the Mental Health Services Act, was passed by California voters on November 2004, and is available at http://www.dhcs.ca.gov/services/mh/Pages/MH_Prop63.aspx;
- MHPSA Plan, and any Annual Updates, for the County of El Dorado that are currently in effect during the term of this Agreement, available at https://www.edcgov.us/government/mentalhealth/mhsa/pages/mhsa_plans.aspx

Contractor certifies that they have read and understand the four documents identified above, and shall comply with their provisions, including any amendments, renewals, or updates thereto, during the term of this Agreement. If any of the documents mentioned above have amendments, renewals, or updates, an Amendment of this Agreement will not be necessary.

Contractor

Date

B. Accreditation Status:

- 1) The Contractor shall inform the County whether it has been accredited by a private independent accrediting entity.
- 2) If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
 - a) Its accreditation status, survey type, and level (as applicable);
 - b) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - c) The expiration date of the accreditation.

C. Advance Directives: Contractor shall comply with County policies and procedures on advance directives. For Clients age eighteen (18) and older, Contractor shall provide adult Clients with the written information on advance directives and shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. Contractor shall educate its staff concerning the County and Contractor's policies and procedures on advance directives. Any written materials prepared by the Contractor shall be updated to reflect changes in State laws governing advance directives as soon as possible, but no later than ninety (90) days after the effective date of the change.

D. Air or Water Pollution Requirements: Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions:

- 1) Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 United States Code [USC] 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 2) Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended.

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

E. **Americans With Disabilities Act:** Contractor agrees to ensure that services provided and deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 USC Section 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the CFR. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC Section 11135 codifies Section 508 of the Act requiring accessibility of electronic and information technology.

F. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with PCC 7110, that:

- 1) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 3) Contractor agrees to furnish to Contract Administrator within thirty (30) calendar days of the award of this Agreement:
 - a) In the case of an individual Contractor, his/her name, date of birth, social security number and address of residence.
 - b) In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
 - c) A signed "Child Support Compliance Act Certification", attached hereto as **Exhibit E**, incorporated by reference and made a part hereof, signifying that Contractor has fully complied with all applicable federal and State reporting requirements regarding its employees.
 - d) A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply. Contractor is responsible to be knowledgeable of all current federal and State Regulations regarding Child Support Enforcement. Failure of Contractor to timely submit the data and/or certifications required under this section, or to comply with all federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of this Agreement in accordance with the Article titled, "Default, Termination and Cancellation."

- e) It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or State statute.

G. Client Liability for Payment:

- 1) The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the Client or persons acting on behalf of the Client for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments (CCR, Title 9, Section 1810.365 (a)).
- 2) The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold Clients liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which the County does not pay the Contractor; for costs of covered services for which the County or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary(42 CFR Section 438.106 and CCR Title 9, Section 1810.365(c)).
- 3) The Contractor shall ensure any subcontractors and providers do not bill Clients for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 CFR Section 483.106(c)).

H. Confidentiality:

- 1) Confidentiality of Information:
 - a) The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
 - b) The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
 - c) The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County all requests for disclosure of such identifying information not emanating from the client or person.
 - d) The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than County without prior written authorization from the County Contract Administrator, or successor, except if disclosure is required by State or federal law.
 - e) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
 - f) As deemed applicable by County, this provision may be supplemented by additional terms and conditions covering PHI, PI, personal identifiable information (PII), or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions are outlined in County's Business Associate Agreement referenced in the Article titled, "Confidentiality and Information Security" of this Agreement.

- I. **Conflict Resolution:** Should a dispute arise between the Contractor and the County relating to services provided under this Agreement:
- 1) County Contract Administrator and Contractor shall first informally discuss the problem. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the HHS Assistant Director for Behavioral Health. The Assistant Director shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Assistant Director shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Assistant Director's decision, the Contractor may appeal to the final level.
 - 2) When appealing to the final level, the Contractor must prepare an appeal indicating the reasons for disagreement with Assistant Director's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Assistant Director's decision. The appeal shall be addressed to the HHS Director within ten (10) working days from receipt of the Assistant Director's decision. The HHS Director, or his/her designee, shall meet with the Contractor to review the issues raised. A written decision signed by the HHS Director shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
 - 3) Unless otherwise stipulated in writing by County, all dispute, grievance and/or appeal correspondence shall be directed to the Contract Administrator.
 - 4) Contractor shall continue with the responsibilities under this Agreement during any dispute.
- J. **Covenant Against Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.
- K. **Cultural Competence:**
- 1) The Contractor shall participate in the County and State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
 - 2) Contractor shall comply with the provisions of the County's current Cultural Competence Plan.
- L. **Domestic Partners:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with PCC Section 10295.3.
- M. **Drug-Free Workplace Requirements:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- 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.
 - 2) Establish a Drug-Free Awareness Program to inform employees about:
 - 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) Every employee who provides services under the terms of this Agreement will:
 - a) Receive a copy of Contractor's drug-free workplace policy statement; and,

- b) Agree to abide by the terms of the Contractor's statement as a condition of employment under the terms of the Agreement.

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

N. **Equal Opportunity Requirements:**

- 1) Federal:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall State the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
 - b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
 - c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as

supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e) The Contractor will furnish all information and reports required by FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Article titled, "Default, Termination, and Cancellation," and the Contractor may be declared ineligible for further federal and State contracts in accordance with procedures authorized in FEO No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of Paragraphs 1 through 5 herein above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2) State:

- a) The Contractor will comply with the California Fair Employment and Housing Act, Title 2, Division 3, Part 2.8, Chapter 6, Sections 12940 through 12952, and the California Labor Code.

O. **Gender Identity:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with PCC Section 10295.35.

P. **Human Subjects Use Requirements:** By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 USC Section 263a (Clinical Laboratory Improvement Amendments (CLIA)) and the regulations thereunder.

Q. **International Classification of Diseases and Related Health Problems (ICD-10):**

- 1) The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations
- 2) Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).
- 3) The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for SMHS to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal SMHS listed in MHSUDS Information Notice 17-004E.
- 4) The lists of covered ICD-10 diagnosis codes in MHSUDS Information Notice 17-004E are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via Mental Health and Substance Use Disorder Services Information Notices.
- 5) In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

R. **Lobbying Prohibition:** United States Code Title 31, Section 1352 prohibits the use of any federal funds for lobbying activities. Contractor shall not use any funds paid from this agreement for any lobbying activities as defined in said code. Any lobbying activities performed by the Contractor that are funded through other, non-federal sources must be accurately tracked and properly allocated to ensure compliance with this provision.

S. **Mandated Reporter Requirements:** California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following state-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

T. **Miscellaneous Provisions:**

- 1) **Disclaimer:** The State makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or

transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI, PI, and PII.

- 2) Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligation under this Agreement, available to the County or State at no cost to the County or State to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County and/or State, their directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.
- 3) Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, HIPAA regulations, and any other applicable federal, State or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant State and federal laws.
- 4) Regulatory References: A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- 5) Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
- 6) Fulfillment of Obligation: No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.
- 7) No Waiver of Obligations: No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 8) Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.
- 9) Administrative Manual: Contractor shall maintain a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or federal notices, and procedures for reporting unusual occurrences
Officials Not to Benefit: No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

U. **Physician Incentive Plans:** Contractor agrees to comply with obligations for Physician Incentive Plans, if applicable based on the services provided under this Agreement.

- V. **Priority Hiring Considerations:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under WIC Section 11200 in accordance with PCC Section 10353.
- W. **Program Integrity:** To the extent that the Contractor is delegated responsibility for coverage of services and the result of supplying that information:
- 1) The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse that must include:
 - a) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable federal, State and County requirements.
 - b) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the Contractor's Executive Director, or equivalent.
 - c) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and State standards and requirements under the contract.
 - d) Effective lines of communication between the CO and the organization's employees.
 - e) Enforcement of standards through well-publicized disciplinary guidelines.
 - f) The establishment and implementation of procedures and a system for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract (42 CFR Section 438.608(a), (a)(1).)
 - 2) **Fraud Reporting Requirements:**
 - a) Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County and DHCS (42 CFR Section 455.(a)(1) on the following:
 - 1) Any potential fraud, waste, or abuse (42 CFR Section 438.608(a),(a)(7));
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud (42 CFR Section 438.608(a),(a)(2));
 - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's resident or the death of the beneficiary (42 CFR Section 438.608(a), (a)(3));
 - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the County (42 CFR Section 438.608(a),(a)(4));
 - b) If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
 - c) The Contractor shall implement and maintain written policies for all employees, and of any subcontractor or agent, that provide detailed information about the False Claims

Act and other federal and State laws, including information about rights of employees to be protected as whistleblowers (42 CFR Section 438.608(a), (a)(6)).

- d) The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud(42 CFR Section 438.608(a), (a)(8)).

3) Disclosures:

- a) Disclosure of five percent (5%) or More Ownership Interest:

- 1) Contractor shall submit to County the disclosures outlined below regarding Contractor's ownership and control. Any person who has or obtains an interest of five percent (5%) or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least five percent (5%) of Contractor's property or assets, then the Contractor will make the following disclosures:

- i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- ii. Date of birth and Social Security Number (in the case of an individual);
- iii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within thirty-five (35) days after any change in Contractor ownership or upon request of the County.

- 2) The Contractor shall ensure that its subcontractors, if any, and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within thirty-five (35) days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 CFR Regulations part 455.104. Disclosures to be provided:

- i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- ii. Date of birth and Social Security Number (in the case of an individual);
- iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a five percent (5%) or more interest);
- iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a five percent (5%) or more interest is related to another person with

- ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, Contractor shall provide the County with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 CFR part 455.104.
- b) Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed:
- 1) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - 2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - 3) Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection b.1. and b.2. within thirty-five (35) days upon request.
- c) Disclosures Related to Persons Convicted of Crimes:
- 1) Contractor shall submit the following disclosures to the County regarding the Contractor's management:
 - i. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR Section 455.106(a)(1),(2).)
 - ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR Section 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR part 455.101.
 - 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
 - 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- X. **Prohibited Use of State Funds for Software:** Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- Y. **Provider Beneficiary Communications**
- 1) The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in CCR, Title 9, Sections 1810.223 and 1810.254, who is acting within

the lawful scope of practice , from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:

- a) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
- b) Information the beneficiary needs in order to decide among all relevant treatment options;
- c) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
- d) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions(42 CFR Section 438.102(a)(1)).

Z. **Provider Notifications:** The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

- 1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- 3) The availability of assistance to the beneficiary with filing grievances and appeals.
- 4) The beneficiary's right to request a State fair hearing after the County has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.
- 5) The beneficiary's right to request continuation of benefits that the County or Contractor seeks to reduce or terminate during an appeal or State fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State fair hearing is pending if the final decision is adverse to the beneficiary.

AA. **Record Keeping, Record Retention:**

- 1) **Records and Documents:** Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to Contractor or subcontractor's performance under this contract, including books, work papers, reports, financial records and documents of account, Client records, prescription files, subcontracts, any other documentation pertaining to covered services and other related services for beneficiaries, and other evidence, accounting procedures and practices, sufficient to properly reflect all services provided and direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.
- 2) **Record Retention:**
 - a) Contractor and any subcontractors shall maintain and retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this contract, including beneficiary grievance and appeal records, and information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608 and 438.610 for a period of no less than ten (10) years from the term end date of this contract or in the event the Contractor has been notified that an audit or investigation of this contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR Section 438.3(u)) (see also Section 438.3(h)).
 - b) Contractor and any subcontractors shall agree to maintain and preserve all Client records for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than ten (10) years from the date of discharge.

- c) Contractor and any subcontractors shall agree to maintain and preserve all financial records for a term of at least seven (7) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law.
- d) Contractor and any subcontractors shall agree to maintain and preserve all other records and documents, until seven (7) years after termination of this Agreement and final payment from DHCS to the County, to permit DHCS, County or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers, and records related to the subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- e) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the required retention period from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the required retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

BB. Smoke-Free Workplace Certification:

- 1) Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children coupons are redeemed.
- 2) Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- 3) By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
- 4) Contractor further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Pro-Children Act of 1994.

CC. State and Federal Law Governing this Contract: Contractor agrees to comply with all applicable federal and State laws, including but not limited to the statutes and regulations specifically referenced in the County's MHP agreement with DHCS, which are set forth below.

- 1) Federal Law:
 - a) Title 42 USC, Chapter 102;
 - b) 42 CFR, Chapter IV;
 - c) 42 CFR part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs);
 - d) 42 CFR Section 455;
 - e) Title VI of the Civil Rights Act of 1964;

- f) Title IX of the Education Amendments of 1972;
- g) Age Discrimination Act of 1975;
- h) Rehabilitation Act of 1973;
- i) Americans with Disabilities Act;
- j) Section 1557 of the Patient Protection and Affordable Care Act;
- k) Deficit Reduction Act of 2005;
- l) Balanced Budget Act of 1997;
- m) Provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2,000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act;
- n) Provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act, as supplemented by Department of Labor regulations;
- o) Provisions of the Contract Work Hours and Safety Standards Act which require that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act;

2) State Law:

- a) Division 5, WIC Sections 5000 through 5912;
- b) WIC Sections 14680-14685.1;
- c) WIC Sections 14700-14726;
- d) Chapter 7, part 3, Division 9, WIC, Article 1.5;
- e) CCR, Title 9, Section 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services;
- f) CCR, Title 22, Sections 50951 and 50953; and
- g) CCR, Title 22, Sections 51014.1 and 51014.2

- 3) State Regulations: Pursuant to WIC Section 14704, a regulation or order concerning Medi-Cal SMHS adopted by DHCS (formerly the State Department of Mental Health) pursuant to Division 5 (commencing with Section 5000), in effect during the term on this Agreement, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

DD. **Waiver of Default:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be constructed to be a modification of the terms of this contract.

ARTICLE XXXIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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ARTICLE XL

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Lesly Van Sloten, LMFT
Manager of Mental Health Programs
Behavioral Health Division

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Donald Semon, Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #6370 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - CONTRACTOR - -

COMPASSION PATHWAY BEHAVIORAL HEALTH
A CALIFORNIA LIMITED LIABILITY CORPORATION

By: _____
Ifeyani Ezeani
Chief Executive Officer
"Contractor"

Dated: _____

(LKK)

Exhibit A

Program Description

Clients meeting criteria for placement in Contractor's Social Rehabilitation Facility (SRF) shall include having been diagnosed with a mental health diagnosis; be eighteen (18) to fifty-nine (59) years of age, in fair to good medical condition, and may demonstrate moderate to severe mental health symptoms that impact their ability to safely live independently.

The goal is to operate with a recovery orientation, and to provide a safe and welcoming environment for clients to learn and personally grow in the least restrictive environment. Clients will be provided with the most beneficial environment to improve and learn new skills of living, with the intended goal to prepare clients for independent living.

The environment shall be positive, rewarding, offer continual positive re-enforcements, and skills building to support recovery. Clients are immersed in a spacious environment that provides for health and safety, and allows the Client to make their own choices with support of 24-hour staffing. The Clients are encouraged to identify their goals and how to make steps towards achieving those goals through skill building and recognition of how their symptoms can impact their behavior. Clients are introduced and encouraged to access services in the community such as health care, living needs (such as shopping), and recreational services. Clients are assisted in accessing community events and encouraged to make safe and healthy choices. Clients are encouraged to participate in positive activities. A weekly schedule of events shall be offered and directed by Contractor to engage the clients in a variety of community activities.

Clients will receive three well-balanced meals and three nutritional snacks each day. A weekly menu will be provided and posted. Support will be offered with room cleaning, laundry and hygiene issues. Clients will be offered daily instructions in the areas of cooking, cleaning, transportation, budgeting, laundry, and community safety. Contractor will support Clients in attending medical, dental, and other appointments, and will ensure that advocacy is provided as needed.

Medications will be dispensed by Contractor as required by operational license. Contractor will monitor medications, re-order as needed, and watch for potential side effects. Advocacy with medical offices will be provided to ensure that Clients receive optimum care. All necessary release of information forms shall be obtained and maintained by Contractor.

Training in independent living skills will be ongoing and will encourage the Client to enhance or learn new skills. Negative or aggressive behaviors will be closely monitored to ensure the safety of all members of the SRF. Behaviors will be evaluated by Contractor and behavior plans implemented in collaboration with the Contractor and Client to decrease exhibited negative or aggressive behaviors.

The SRF will offer Client training in independent living skills to prepare the client to transition to living independently. Trainings will be offered to include work readiness skills for employment, volunteering at work sites, and employment as appropriate for each Client. Clients will be guided through employment trainings to enhance skills and discover employment or volunteer interests. If so desired, support will be offered to access services provided by California Department of

Rehabilitation and/or the El Dorado County Health and Human Services Agency Employment Services

Contractor shall provide a level of training required to meet the Client's desire to transition to living independently within the community. Clients will be treated with respect and allowed to live in the SRF with the ability to make reasonable decisions and express independence in a monitored and safe environment for all Clients.

The Client training program will be made up of a series of trainings and one-on-one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to case managers.

Client progress shall be tracked and reported to Health and Human Services Agency/Behavioral Health Division (HHSA/BHD) case managers. Clients will be active participants in the development of treatment plans. Reports will be provided to the HHSA/BHD case managers on a monthly documenting progress.

CONSUMER SERVICES

1. Training in Personal Hygiene
 - a. Hand Washing: Clients will receive training by Contractor in hand washing by daily reminders to wash hands in warm running water using soap. Contractor will demonstrate appropriate hand washing techniques by washing, lathering and rubbing hands together for at least thirty (30) seconds. Drying hands will be demonstrated by using paper towel and disposing towel in trash basket. Clients will be given prompts to wash hands when coming in from outdoors, returning from community, before and after meals and prior to receiving medications. The proper measurement of soap for hand washing will be included in trainings.
 - b. Grooming: Clients will receive training by Contractor in grooming. Contractor shall prompt clients to wash hair as needed, and to comb and style hair daily. Clients will be advised not to share combs or brushes with others. Clients will be prompted to brush teeth with toothpaste using up and down strokes brushing front and back teeth and to floss teeth as appropriate. Shaving instructions will be provided to use shave cream and razors or electric razors if desired. Clients will be prompted to shave daily or as needed. Clients will be prompted to use deodorant daily or more frequently if needed. Instructions in bathing using soap and washcloth to wash body will be provided. Instructions to wash body from top to bottom will be provided with soap. Clients will be prompted to dry completely with towel and to hang towel for drying or place in laundry for washing.
 - c. Clients will receive training in how to schedule haircuts: Clients will learn how to pay for haircuts and include a tip. Clients will learn to select their individual hair cut style and to communicate it to hair stylist.
 - d. Dressing Skills: Clients will receive training in dressing completely and independently. Clients will be prompted to dress when in common areas of the house. Dress to include shirt, under garments, shorts/pants/skirts, socks, and slippers/shoes/sandals. Pajama type clothing will be worn for sleeping. Clients will be asked to remove hats indoors. Clients will be prompted to wear age appropriate clothing as well as appropriate clothing sizes.

Contractor will provide training in clothing that matches in design and color. Clothing will be free of offensive language.

2. Training in Independent Living

- a. Household chores and standard maintenance: Lessons will include, but not be limited to, sweeping floors by teaching clients how to use a dustpan and broom to pick up dust and debris.
 - i. Vacuuming of Floor: Clients will be taught the operation of a vacuum cleaner, and to pick up large items off floors before vacuuming. Standard maintenance training will include how to change vacuum bag/or empty dirt collection container and how to change broken vacuum cleaner belts.
 - ii. Mopping of Floor: Clients will be taught how to use floor cleaner and a mop to clean floor and care for wood floors. Maintenance will include that mops be rinsed and replaced when odors are present.
 - iii. Trash Removal and Maintenance: Clients will receive training on how to properly dispose of trash by placing trash can liners in trashcans and removing liners to place trash in outside trashcans. Clients will receive training on the inside of trashcans being washed out weekly, or more often if needed, to eliminate residue and odors. Clients will be trained to remove trash daily from Client rooms, bathrooms, and kitchen area.
 - iv. Outside Maintenance: Clients will learn to care for outside yards and patio areas and participate in the care of those areas. Care of yards by watering on schedules, sweeping and hosing off patios, mowing and weed-eating training will be provided. Clients will be trained in the appropriate safety equipment and precautions to follow in operation of weed eaters or lawn mowers and use of such equipment will be supervised by Contractor. Clients will receive safety training prior to operation of machinery.
 - v. Table Setting: Clients will receive training in setting the table at mealtime, including the appropriate place settings, to include napkin, plate, drinking glass, knife, fork, and spoon. Salad bowls, other crockery, or other utensils will be placed if desired.
 - vi. Bed Maintenance: Clients will receive training in how to make beds daily and to change linens as needed but no less than weekly. Bed making will include ensuring that comforters/bedspreads are placed on beds daily to ensure a neat appearance to the room.
 - vii. Dish Washing: Trainings in dish washing, using dishwasher and drying dishes skills will be taught to Clients. Proper technique of washing dishes by rinsing of food particles, placing in dishwasher and allowing dishes to air dry or dry with clean dish towel will be demonstrated. Proper rinsing of dishes will be emphasized. Dishtowels that are dropped or wiped against body will be immediately replaced with a clean towel. The proper measurement of soap for washing dishes will be included in trainings.
 - viii. Meal Preparation: Training in preparing meals will include, but will not be limited to, selecting proper cooking utensil and cookware, washing, and cutting of fruits and vegetables, and learning appropriate times needed to prepare and cook food items. Training will also include balancing the cooking times so food items are ready at the same time. Lessons will include following directions on packages and pre-planning to ensure all ingredients are available that are needed to make the packaged food item. Training will include proper methods of using cutting boards and knives.

Usage of knives will be closely supervised. Lessons will also cover which knife is needed for the preparation of specific foods. Training will also include using kitchen utensils properly for stirring, grating, chopping, mashing, or beating foods. Training will also include food safety related to food-borne illness (e.g., salmonella, refrigeration needs).

- ix. Use of Stove and Oven: Trainings will include using the stove and using the oven, selecting the proper temperatures for cooking and setting timer for proper cooking times. Clients will be taught how to select cooking temperatures and how to turn on and off stove and oven. The client will learn how to use the proper cooking racks and select the appropriate cookware for use in ovens. The trainings will cover using the microwave, selecting the proper items allowed for use in microwaves, as well as the appropriate cooking time needed to cook or heat food.
- x. Use of Blenders: Trainings will include the use of appliances including blenders. Proper use of blenders, review of blender speeds and durations will be taught to clients with an emphasis on safety and appropriate foods items for blending.
- b. Safety Awareness: Clients will be taught safety awareness in every training and environments. Safety will be emphasized to ensure clients are aware of safety equipment needed if appropriate, safety precautions (heat, sharpness, coldness), and take precautions as appropriate.
- c. Medical: Clients will receive training in basic medical self-help awareness skills; including how to identify when said Client may need a band-aid for minor cuts, scrapes, and scratches, how to recognize symptoms and communicate sore throats, excessive coughs, headaches, toothaches, etc. and how to recognize when more urgent medical care is necessary.
- d. Money Management: Money management trainings will include banking and check cashing. Trainings will include how to manage money by setting up a budget and learning to count money, including recognition of coin and paper money. Trainings will include price comparisons and looking at sale prices.

Clients will be taught how to budget for clothing and food items they wish to purchase. Contractor will teach clients appropriate behaviors in public and how to make appropriate selections. Clients will be taught to price compare items of food and look for best buys. When shopping for clothing, clients will try clothing on to ensure appropriate size. Clients will budget their money to make purchases. Clients will be taught to retain receipts to track expenses and for exchanges if needed.

- e. Public Transportation: Training in use of public transportation shall be in accordance with approval from Public Guardian, and will include training on how to read the bus schedule, how to recognize the direction the bus is going so Client can get to intended destinations, and learning how to obtain a bus card and remembering to carry it when using the bus. Training will include how to call for requested stops. Clients will receive training in the Dial-A-Ride system, including how to pay for the ride, and Dial-A-Ride guidelines for pick up times. Training will also include how to be safe on the bus when talking to others who ride the bus, when waiting for the bus, and when exiting the bus. Clients will be taught how to navigate to various geographical locations within the community.
- f. Personal Identification Documentation: Clients will be taught to carry proper identification (e.g., photo identification) as well as cards with address, telephone number

and an emergency contact. If a Client does not have proper identification, Contractor will work with client to obtain proper identification.

- g. Reading and Writing: Clients will be given daily opportunities to read and write including the opportunity to read with Contractor such items as newspapers, magazines, menus, and activity logs, and to review with Contractor various reading materials. Opportunities to write include writing personal shopping lists; practicing spelling if needed; writing down Client goals. Clients will receive training if desired in correspondence with friends or family. Contractor will incorporate the opportunity to practice reading and writing into daily living routines, and to further develop reading and writing skills.
- h. Telephone Usage and Etiquette: Clients will receive training in appropriate use of telephone. Clients will receive ongoing training on calling 911 for emergencies and how to determine what constitutes a need to dial 911. Telephone training will include how to properly answer the phone, take a message and proper ending of phone conversations. Clients will receive training on how to identify themselves when making phone calls, the use of proper language and tone while conversing, and how to leave a call back number.
- i. Use of Clocks: Clients will be trained in determining the time using both a digital clock and a traditional clock, gauging elapsed time elements, and identifying the time of day for appropriate activities. Clocks in the SRF will display digital time as well as traditional clocks with numbers.
- j. Use of Calendars for Appointments: Clients will be trained in making appointments and keeping appointment commitments. Clients will learn how to keep a calendar of personal appointments and to communicate those appointments to Contractor. Training will include how to call agencies for appointments and match time and dates with personal calendar, how to properly identify oneself and how to request various types of appointments.
- k. Basic Problem Solving Skills: Clients will be trained in the use of basic problem solving skills. Clients will be taught to explore possible solutions to problems, as well as to identify when there is a need to request Contractor support. Clients will be taught to examine possible solutions independently and to identify possible resolution to problems. Continued training will be offered assisting Clients to look for simple solutions so that issues do not spiral out of control, avoiding situations where Clients become frustrated with problems that may seem impossible to solve.

3. Social / Communication Skills Development

- a. Management of Friendships: Clients will be taught to facilitate and maintain healthy friendships. Clients will be asked not to date current residents within the SRF. Appropriate ways to initiate interpersonal relationships will be taught by review of appropriate greetings, conversation starters, and how to exchange personal information.
- b. Establishing Appropriate Boundaries: Initiating interpersonal relationships training will be provided to inform clients of guidelines and appropriate boundaries and training in appropriate interactions. Types of relationships will be discussed to include a relationship the Client may have with family, acquaintances, people they have just met, and how to become closer friends. Clients will be taught to participate in social activities and maintain appropriate boundaries to include not touching others, and using appropriate greetings such as handshakes. Clients will be redirected from touching Contractor staff or each other. Contractor staff will role model appropriate behaviors by not hugging or touching clients, but using handshakes and high five methods instead of hugging.

- c. Appropriate Behavior in Restaurants: Clients will be taught appropriate behavior for ordering food in public restaurants. Training will include how to read a menu, prices, and menu entry choices. Clients will also receive training in how to order their meal, to ask for additional service needs, to pay for their meals, and to calculate an appropriate tip for their meals. Clients will be taught to have money readily available before ordering.

4. Recreation and Leisure Skills Development

Clients will be encouraged to learn new sports and to participate in recreational activities. Contractor will review with Clients how to register for recreational activities, if needed, and the schedules and practice times for participation in desired sports activities. Contractor will review rules of sports to help Clients learn techniques and structure of the game. Training will be provided so that Clients can learn good sportsmanship habits.

Clients will be introduced to a variety of hobby-type activities and encouraged to explore activities of interest to the clients. Contractor will teach the Client how to access supplies needed to pursue their hobbies. Clients will be trained on how to use leisure time and to make appropriate activity choices. Clients will be trained to create a list of leisure time activities to choose from and review the list with Contractor. Trainings will include appropriate time allotments and how to prioritize activities.

5. Sensory/Motor Skills Development

Clients will receive training in sensory/motor skill development with a focus of ambulation, i.e., taking appropriate size steps and pace for a particular environment. In addition, the need for a slower pace indoors than outdoors will be reviewed. Range of motion will be emphasized prompting clients to reach, grasp, and stretch as needed to attend to daily living needs. Clients will be taught to be aware of surroundings for safety both indoors and outdoors.

6. Community Integration

Clients will be taught to access places of worship if they desire. Faith-based services and days of the week will be explored to select services that Clients may wish to attend. Contractor will explore Client's religious preference, if any, and assist client in researching available religious organizations.

Clients will be taught how to access the library and to obtain a library card. Contractor will teach Clients how to check books out from the library and to note return dates. Clients will be taught their responsibility in the care of books, and to return of books in a timely fashion.

Cultural events will be explored and clients will be taught to identify available community events. Contractor will teach clients how to access transportation to events and to plan their outings. Clients will be taught to explore related costs of events and to budget amounts for attendance of events. Clients will be taught to calendar on personal calendars events of interest.

In accordance with Money Management training noted herein, Clients will be taught how to access movie theater schedules and prices per movie. Clients will be taught how to budget and explore transportation options to promote independence. Clients will also be taught to explore options of matinee vs. evening movies, bargain days, and special showings for price comparison. Clients will also be taught how to access renting DVDs. Clients will be taught

how to access local or regional sporting event schedules. Contractor will help client learn how to access schedules and prices of events. Training will include that Client's budget appropriately for tickets to events and budget for snack items. Clients will also be taught how to calendar events on personal calendars and to arrange travel to and from events.

STAFF TRAINING

1. Contractor staff will be required to successfully complete / pass the following criteria prior to working / performing duties at the SRF facility:
 - a. A criminal background check;
 - b. A health screening
 - c. Tuberculosis ("TB") testing
 - d. Complete and pass First Aid and CPR training, and provide evidence of possessing a valid First Aid and CPR certification
 - e. Demonstrate proof of DMV clearance, possess a valid California Driver's License suitable to the vehicles used by the Contractor, and provide evidence of automobile insurance that meet the requirements of the Contractor.

2. Contractor will implement a training plan for staff to ensure ongoing training in the following areas:
 - a. The Statement of Purpose of the SRF
 - b. Review of the site facility
 - c. Tracking progress of Client and documentation
 - d. Review of Behavior Plans and Client ISSPs
 - e. Review of disaster drill training procedures
 - f. Medication procedures
 - g. Review of company policies and documentation required
 - h. Review of Title 22 and Title 17 regulations
 - i. Training of housekeeping and sanitation principles
 - j. Availability of community services and resources
 - k. Training in Universal Precautions
 - l. Review of accurate documentation and record keeping
 - m. Review of Client care and supervision, including communication
 - n. Incident reporting
 - o. Maintaining confidentiality

3. Ongoing training shall consist of a structured weekly meeting to discuss updated information regarding delivery of training to Clients.

EXHIBIT B

Compassion Pathway Behavioral Health

Rate Schedule

Facility	Type of Service	Unit	Rate
Compassion Springs SRF (<i>Social Rehabilitation Facility license pending. Expected by June 30, 2022 per the terms of Contract #6133</i>)	Residential Services: Contractor will designate six beds per day to County <i>(County will reimburse Contractor on a monthly basis for the six dedicated beds, to commence upon first client admission.)</i>	Per Bed Day	\$350.00
		Per Bed day (<i>Any beds beyond six beds, will be billed by Contractor and paid at the following per bed rate</i>)	\$350.00
	Medication Support Services	Per Minute	\$5.06
Cirby Ranch SRF	Residential Services	Per Bed Day	\$350.00
	Medication Support Services	Per Minute	\$5.06

EXHIBIT C
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Compassion Pathway Behavioral Health LLC

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
5410 White Lotus Way, Elk Grove, CA 95757
Address of vendor/recipient

Signature

(08/13/01)

Exhibit D

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

EXHIBIT E

CHILD SUPPORT COMPLIANCE ACT CERTIFICATION

Agency shall comply with applicable federal and state laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code: and

- A. Agency, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- B. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the agency may be ineligible for award of future subgrants with the County, if the County determines that any of the following has occurred:
 - 1. the false certification; or
 - 2. violation of the certification by failing to carry out the requirements as noted above.

Compassion Pathway Behavioral Health, LLC

Organization

Ifeanyi Ezeani, Chief Executive Officer

Name & Title of Authorized Representative

Signature

Date
