GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY

Therapeutic Foster Care 2019-03

Proposals must be received no later than 3:00 P.M. February 20, 2020

County of Glenn

Health and Human Services Agency

Kendall Wilson, Administrative Services Analyst

420 East Laurel Street

Willows, CA 95988

530-934-1490

TABLE OF CONTENTS

REQUEST FOR PROPOSAL
GLENN COUNTY BEHAVIORAL HEALTH DIVISION,
FOR Therapeutic Foster Care
RFP NUMBER 2019-03

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit and award a multi-year contract to a service provider for Therapeutic Foster Care (Services/TFC). Glenn County Health and Human Services Agency (hereafter GCHHSA or County) is seeking proposals from Foster Family Agencies (FFAs) to provide, facilitate, and oversee Therapeutic Foster Care (TFC) services for the priority population: children and youth under the age of 21 placed in foster care by the Glenn County Department of Children Welfare Services (CWS) or Glenn County Probation Department (GCPD), who meet medical necessity for specialty mental health services (SMHS), and are at risk of entering a higher level of care, or are stepping down from a higher level of care.

GCHHSA seeks to promote the provision of TFC services in Glenn County by FFAs.

The TFC service model allows for the provision of short-term, intensive, highly coordinated, trauma informed services to children and youth who have complex emotional and behavioral needs. Under this model, the trained TFC parent serves a key role in the delivery of trauma-informed interventions for the foster child or youth under the close supervision of one of the FFA's licensed clinicians.

The services will be provided in accordance with the Katie A. v. Bontá Settlement Agreement, and the Continuum of Care Reform (CCR) legislation using the values, principles and practices articulated in the Integrated Core Practice Model for Children, Youth, and Families.

These services will be funded by Medi-Cal EPSDT (Early Period Screening Diagnosis & Treatment), a comprehensive and preventive child health program for individuals under the age of 21.

Proposals will be considered from all provider types, including but not limited to:

- Sole practitioners and;
- General partnerships;
- Government agencies;
- Non-profit organizations;
- Private companies/firms;
- Panel organizational configurations; and

- Any combination of the above.

2. BACKGROUND INFORMATION

Understanding of and Experience with Priority Population Needs

The priority population for this RFP includes children and youth under the age of 21 placed in foster care by CWS or GCPD, who meet medical necessity criteria and are at risk of entering a higher level of care, or are stepping down from a higher level of care.

Successful Respondents will demonstrate knowledge, experience and understanding of the needs, risks, challenges and opportunities faced by this priority population. Respondents should present past strategies in addressing barriers faced by clients and demonstrate experience in effectively implementing programs that promote positive client outcomes.

Service Delivery Approach

The awarded Contractor(s) will provide TFC services to the priority population, in accordance with the TFC guidelines established by the DHCS Medi-Cal Manual for Intensive Care Coordination, In Home Based Services and Therapeutic Foster Care. Services should include, among others:

• Recruitment of TFC parents;

• Approval, annual evaluation, and re-approval of the TFC parents, following the Resource Family Approval (RFA) process;

• Pre-service training (minimum of 40 hours) and ongoing training of the TFC parents during services (24 hours), following the DHCS TFC Training Resource Toolkit;

• Close supervision and support of TFC parents in plan development, rehabilitation, and collateral services;

• Discharge planning and step down options; and

• Documentation.

TFC is a new service in Glenn County. Successful Respondents will demonstrate knowledge of TFC practices and how to best deliver these services to the priority population. Respondents will be evaluated based on their description of services, including how well the proposed practices align with the DHCS guidelines and meet the needs of the priority population.

The FFA assumes ultimate responsibility for overseeing the TFC services and ensuring completion of treatment plans.

TFC services do not include regular foster care costs such as reimbursement of room and board, foster care placement costs, and other foster care program related services (i.e., transportation and food). TFC services are not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission or discharge.

The progress of TFC should be reviewed, in coordination with the Child Family Team (CFT), at least every three months, and as needed. Respondents can anticipate an average length of six-to-nine months for each TFC client. Services shall be office and home-based.

3. DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service provider during the period of April 1, 2020, through June 30, 2022. The Scope of Services to be performed for the HHSA shall be included within the Proposed Agreement and will be based on the services listed below and may include services as proposed by the awarded bidder. The services provided by the vendor should include the following requirements:

1. Have a current Medi-Cal site certification for mental health services with host county; and
2. Be a licensed FFA in California for the past two years.
3. Respondents must provide a brief description in their bid how they meet the Respondent Minimum Qualifications.

The overarching goal of this RFP is the stabilization of and the avoidance of a higher level of care for foster children and youth, by supporting the capacity of both FFAs and TFC parents to provide TFC services.

The specific objectives of this program are to:

- Reduce the number of Short-Term Residential Therapeutic Programs (STRTP) placements; and
- Provide step-down capacity from STRTP.

GCHHSA will contract with eligible FFAs to provide TFC services, including the recruitment, training, and supervision of TFC parents; client assessment and documentation; and the overseeing of plan development, rehabilitation, and collateral services.

CWS and GCPD will refer children and youth to the FFA to receive TFC services. The volume of referrals at this point is unknown, and may involve services in other counties.

In order to receive referral for TFC services, the child or youth may be at risk of losing his or her placement and/or being removed from his or her home as a result of the caregiver's inability to meet the child's/youth's mental health needs; and, either:

1) There is recent history of services and treatment (e.g., Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS)) that have proven insufficient to meet the child's/youth's mental health needs, and the child/youth is immediately at risk of residential, inpatient, or institutional care; or
2) The child or youth is transitioning from a residential, inpatient, or institutional setting to a community setting, and ICC, IHBS, and other intensive SMHS will not be sufficient to:
    a) Prevent deterioration,
    b) Stabilize the child or youth, or
    c) Support effective rehabilitation.

4. PROPOSAL PROCESS

A. Period of Offer:

Response to this RFP constitutes an irrevocable offer to the HHSA to perform according to the RFP specifications and the proposed contract for a period of not less than 120 days from RFP opening.

B. Bidder's Questions:

Questions regarding the RFP should be submitted in writing or emailed by January 24, 2020 at 3:00 P.M. Questions will not be accepted by telephone, facsimile (FAX), or orally, the HHSA reserves the right to decline a response to any question if, in the HHSA's assessment, the information cannot be obtained and shared with all potential bidders in a timely manner. The HHSA will post responses to questions to all bidders by January 31, 2020 on the County of Glenn website. Questions should be addressed to:

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
420 East Laurel Street
Willows, CA 95988
or emailed to: **admin@countyofglenn.net**

A summary of the questions submitted, including responses deemed relevant and appropriate by the HHSA, will be provided to all potential bidders.

C. Submission of Proposals:

Proposals must be received no later than 3:00 P.M., February 20, 2020. Proposals must be signed by a duly authorized officer of the bidding organization, delivered along with all required documents, and plainly marked as follows:

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
420 East Laurel Street
Willows, CA 95988

Proposals received after the 3:00 P.M. deadline shall not be considered. **Reliance on the United States Postal Service will not excuse late proposals.**

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the HHSA that the late receipt was due solely to mishandling by the HHSA after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the HHSA as determined by the date stamp of the HHSA on the proposal wrapper or other evidence of receipt maintained by the HHSA.

All costs of the proposal preparation shall be the responsibility of the Proposer.

All materials submitted in response to the RFP become the property of the HHSA and may be returned only at the HHSA's option and the bidder's expense.

The original and three (3) copies of the proposal package must be completed and submitted as outlined above.

Bidders must be aware that the submission of a proposal in response to this RFP shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the HHSA for the award of the contract.

Bidders will be required to conform to all applicable provisions of law and regulations.

D. Proposal Review and Evaluation Criteria:

The HHSA Director of Behavioral Health or designee, selected County staff, and/or selected interested professionals, will evaluate the proposals to determine a bidder's responsibility and responsiveness.

A responsible bidder is one whose proposal substantially complies with all requirements of the RFP.

A responsible bidder is one who:

- Possesses the competency, experience and education required to effectively perform the duties as enumerated in the Agreement, attached as Attachment 1.
- Has the ability to begin handling the workload for the HHSA by the Award Date or shortly thereafter, taking into consideration available expertise and any business commitments, and
- Has no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
- Is otherwise qualified and eligible to receive an award under applicable statutes and regulations, and
- Has the experience of successfully performing similar services, and
- Has articulated a comprehensible approach to completing the required work, and
- Has acceptable references.

Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the RFP, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.

The HHSA reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.

The HHSA reserves the right to reject any and all proposals, and to cancel the procurement process. The justification supporting the reason for any type of rejection shall be submitted to the bidder(s) in writing.

After review of all proposals and a recommendation for award of contract is made, all bidders shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the HHSA reserves the right to negotiate a contract with the successful bidder including to further negotiate the proposed scope of work, method of delivery, and amount of compensation.

E. Contract Award:

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the HHSA, described in the Evaluation of Proposals section. Proposals will be scored in accordance with the matrix contained herein, and will be limited to those submitted by a responsive, responsible, and qualified bidder approved by HHSA.

The contract shall not take effect until 12:01 AM on, April 1, 2020, once approved by the Board of Supervisors.

Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

F. Protests:

Following notification to bidders of the recommendation for award of the contract, protests may be submitted to the HHSA regarding the proposal process and selection of the Contractor. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The HHSA shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

Protests shall be in writing and shall be addressed to:

County of Glenn
Health and Human Services Agency
Kendall Wilson, Administrative Services Analyst
420 East Laurel Street
Willows, CA 95988
or emailed to: **admin@countyofglenn.net.**

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The HHSA shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

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4. TIMELINE FOR REQUEST FOR PROPOSAL

HHSA has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the HHSA.

Event	Date
Issuance of RFP	January 14, 2020
Deadline for RFP questions	January 24, 2020
Questions and answers posted	January 31, 2020
Deadline for proposal submission	February 20, 2020
Potential interview dates (tentative)	February 25-28, 2020
Notice of intent to award (tentative)	March 4, 2020
Protest period ends	March 14, 2020
HHSA response to protest	March 19, 2020
Contract Start Date	April 1, 2020
Contract End Date	June 30, 2022

5. PROPOSAL ATTACHMENTS

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement with these terms and conditions, including a Business Associates Agreement.

6. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive:

- Title Page - the title page will include the following information:

- ❑ Proposal title;
- ❑ Date submitted;
- ❑ Proposer's name;
- ❑ Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
- ❑ Proposer's contact information (physical and electronic addresses, telephone, and fax);
- ❑ Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons (if different than above) who will be authorized to make representations for the Proposer; and

- Signature of duly authorized representative.
  - ❑ If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
  - ❑ If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership and include the name and address of each member.
  - ❑ If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer. If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
  - ❑ If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.
- Proposed method to complete the work as specified.

7. <u>DESCRIPTION OF SERVICES TO BE PROVIDED:</u>

A. Services: Provide a general description of the services to be provided to meet the "Description of Services", as described in Section 3 above, in addition to the requirements listed below. The proposal must also address how services will be provided to clients who use English as their second language.

TFC Requirements

a. Manage and retain qualified staffing team, including a Licensed Practitioner of the Healing Arts (LPHA);

b. Establish Memorandum of Understanding with CWS and/or GCPD to provide FFA services;

c. Recruit, hire, and train TFC parents;

d. Supervise and support TFC parents in plan development, rehabilitation, and collateral;

e. Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness;

f. Verification of Medi-Cal eligibility on a monthly basis;

g. Submit required data and abide by designated documentation regulations in a timely manner, as instructed, by County in order to claim reimbursement for services

h. Verification of a completed Child Assessment of Needs and Strengths (CANS) for each new client.

B. Organization and Staffing Plan: This section of the proposal must include information regarding the Proposer's proposed organizational structure, including experience, training and credentials.

a. Respondents shall include a staffing structure well matched to program services. An LPHA or Waivered or Registered Mental Health Professional (WRMP) will conduct clinical assessments, work with clients and their families to develop, implement, and assess a treatment plan, complete the relevant documentation, and direct the TFC parents in providing TFC services. An LPHA is required in the staffing plan to co-sign or sign off on treatment plan, and to co-sign daily progress notes.

b. Respondents shall demonstrate how they will build their capacity to provide these services, and describe how their current and planned organizational infrastructure will successfully complete the required activities, in particular given the unknown number of referrals.

c. Respondents shall also provide a proposed projection of cost per client through the entirety of TFC.

C. Reporting and Billing Requirements: Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes as outlined in the Agreement attached.

Medi-Cal Billing, Clinical and Quality Assurance Requirements

a. To implement these services successfully, providers shall demonstrate and have the capability to conduct all of the activities listed below. Respondents agree by submittal of proposal(s) that they will comply with all of the following if awarded a contract(s):

   i. Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies set forth by GCHHSA.

   ii. Provide Contractor staff scope of practice training, documentation training, and internal quality assurance audits on a regular basis in order to appropriately and successfully bill to Medi-Cal.

   iii. Obtain and maintain a valid fire clearance from the local fire department for the program site address OR obtain a copy of the current and valid fire clearance from the program location's property manager/owner. Upon expiration of a fire clearance, contractor shall send a copy of a new fire clearance certificate to GCHHSA Provider Services Coordinator.

   iv. Meet minimum requirements for a program site as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the Mental Health Medi-Cal Program Site Certification Protocol. Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification and obtaining certification from their county of residence.

Ability to Track Data

The awarded Contractor shall track data and outcomes for the purpose of reporting and for continuous quality improvement of services. The awarded Contractor will track and report on the following measures:

- Number of TFC days;
- Number of foster youth provided with TFC services;
- Number of TFC parents; and
- Number of foster youth who enter a higher level of care (STRTP) after being placed in a TFC home.

• Number of foster youth who step-down into a lower level of care after being placed in a TFC.

Respondents may propose different benchmarks for outcomes and provide rationale for requested benchmarks. Respondents will be evaluated based on their plan for meeting program outcomes as well as their ability to track client progress.

D. Competency, Experience Requirements and Continuing Education (Including resumes of any key staff):

- Contractor shall be responsible for verifying the credentials and licensing of their staff and employees in accordance with county, state, and federal requirements. Contractor shall be responsible for submitting required staff credential verification documentation to County.

The Proposer must describe how ongoing competency requirements will be met and completed.

E. Qualifications and Resumes: Resumes must be included in this section that describes background and experience in conducting the proposed activities. Proposal must describe the Proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the Proposer's ability and experience in conducting the proposed activities.

F. Acceptance of the Terms and Conditions: Attachment 1, Proposed Agreement, sets forth Terms and Conditions. Proposer must either indicate acceptance of the Terms and Conditions, or clearly identify any exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.

G. Certifications, Attachments, and other requirements:

Proposer must include the following certifications/forms in its proposal

- Copies of current business licenses, professional certifications, including state board number, and certificates or other credentials, if applicable.

H. Cost Portion of Proposal:

The Proposer must specify rates for services to be delivered to the HHSA for the following periods:

April 1, 2020 – June 30, 2020;

July 1, 2020 – June 30, 2021; and

July 1, 2021 – June 30, 2022.

The cost proposal should include the following costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate):

- Fixed, annual, monthly, or hourly rates of services to be provided,
- Travel (includes in-county and out-of-county travel),
- Training,
- Insurance: These costs must reflect coverage levels as outlined in *Attachment 1, Proposed Agreement, Paragraph 10.*
- Overhead (includes rent, utilities, supplies, etc.)
- Other unique costs as determined by Proposer.

8. ADDITIONAL REQUIREMENTS

Proposers should provide at least three current professional references. The HHSA may check references provided by the Proposer. Proposer may identify businesses or entities for which they have provided similar services; if such organizations are identified, proposer must state that he or she agrees that the HHSA may contact them. Information for references must include the following:

- Organization name; and
- Contact person name, address, and telephone number.

9. EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the Proposer's demonstrated ability to provide quality services. Proposals will be evaluated and ranked by score. The highest scoring participants may be set up for an interview.

The HHSA will evaluate submitted proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be

eligible for an award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CRITERION	PROPOSAL REFERENCES	MAXIMUM POINTS
Responsibility and responsiveness	Page 7, Section D	10
Proposal Content Plan to provide comprehensive, high quality and timely TFC services to the HHSA, taking into consideration the hours, including: 1. Description of how services will be provided; 2. Organization and Staffing Plan: 3. Related experience, background and professional qualifications of the personnel who are responsible for providing psychiatric services and program administration; 4. Adequate oversight of the quality of services provided by the Proposer and subcontractors, if applicable, under this proposal; and 5. Complete and timely response to follow-up questions from the HHSA regarding the proposal, if applicable.	Pages 10-14 Section 6-7	60
Reasonableness of cost proposal, including: 1. Rates for services; and 2. Proposed efficiencies and economies of scale	Page 15 Section H	30

10. INTERVIEWS

The HHSA may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be

held at the HHSA's offices in Willows or Orland, California. The HHSA will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The HHSA will notify eligible Proposers regarding interview arrangements.

11. RIGHTS

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the HHSA or Glenn County responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the HHSA for official files and will become a public record.

12. RETENTION OF RESPONSES/PUBLIC RECORDS

All correspondence with the HHSA, including material submitted in response to this RFP shall become the property of Glenn County, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of HHSA, and will become public records under the California Public Records Act (CA Government Code §6250, et seq.). As such, all documents that the proposer sends to HHSA will be subject to being publicly disclosed if requested by a member of the public. The Public Records Act provides for several limited and narrow exceptions to this disclosure requirement. The HHSA will not disclose any part of any proposal before announcing a recommendation for award. After the announcement of a recommended award, all proposal received in response to this RFP will be subject to public disclosure. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals. If the proposer believes that there are portions of the proposals exempt from disclosure under the Public Records Act, the proposer must mark said portion as such and state the specific provision under the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Any response which contains language purporting to render all or significant portions of the response as "confidential" or "trade secret" or "proprietary," or fails to adequately state an exemption under the Public Records Act will be considered a public record in its entirety and may be disclosed. While the Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the HHSA may not be in a position to establish that the information submitted by a responder is a trade secret. If a request is made for information marked "confidential," "trade secret," or "proprietary," the HHSA will provide proposers with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The HHSA, however, shall not in any way be liable or responsible in connection with the HHSA's disclosure of any response or any part thereof, if disclosure is required by the California Public records Act or pursuant to law or legal process.

AGREEEMENT BETWEEN COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY AND THERAPEUTIC FOSTER CARE PROVIDER FISCAL YEARS 19-20, 20-21 & 21-22

Provider Agreement ("Agreement") is made and entered into this *date* day of *month*, 2020, by and between Glenn County, a political subdivision of the State of California, by and through its Health and Human Services Agency County Division ("County"), and *Outpatient Provider* ("Provider").

RECITALS:

A. County has determined that it is desirable to retain Provider to provide *community-based, culturally-sensitive and high quality mental health services to Glenn County Medi-Cal Beneficiaries; and*

B. Provider represents that it [Check pronouns] possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. County desires to retain Provider to perform the proposed services pursuant to California Welfare and Institutions Code (Section 5600 et seq.).

County and Provider agrees as follows:

AGREEMENT:

1. Definitions.

A. "Beneficiaries" means Medi-Cal eligible individuals who are requesting mental health treatment or receiving mental health treatment. This may include non-Medi-Cal eligible individuals who are in crisis as determined by the County.

B. "Provider" means a contracted individual, group or organization who provides mental health services to Glenn County mental health consumers.

C. "Specialty Mental Health Services" means rehabilitative services which include mental health services, medication support services, day treatment intensive, day treatment rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential treatment, therapeutic behavioral services and psychiatric health facility services.

2. Scope of Services. Pursuant to Government Code Section 31000, County retains Provider to perform all the professional services described in *Exhibit "A"* (attach Scope of Work as Exhibit A) which is attached hereto and incorporated herein by this reference ("Services").

3. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement. This Agreement may, upon mutual agreement between the parties and according to the terms and conditions of the existing Agreement, be renewed in one (1) year intervals for a maximum total term of three (3) years. [Amendment language is kept only for 1 year term contracts-Remove for 3 year contracts that are going to the BOS.]

4. Compensation.

A. The compensation to be paid by County to Provider for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (Attach Fee Schedule as Exhibit B) and incorporated herein by this reference, and as amended for each fiscal year to reflect any rate increases. [This language is for contracts where rates will increase from year to year-remove for contracts where rates will remain the same for the term of the contract.]

B. To the extent that Provider is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the Glenn County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with Glenn County's Travel and Business Expense Policy contained in Title 7 of the Glenn County Administrative Manual.

C. The maximum compensation payable under this Agreement, inclusive of all expenses, shall not exceed dollar amount in words dollars ($XXX,XXX.XX). County shall make no payment to Provider in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Provider agrees to testify at County's request if litigation is brought against County in connection with Provider's work. Unless the action is brought by Provider or is based upon Provider's negligence or intentional tortious conduct, County will compensate Provider for the testimony at the current hourly rate of Provider's employee.

5. Reimbursement for Services.

A. County will bill the Medi-Cal program on behalf of Provider for services rendered to Medi-Cal beneficiaries, which are within the scope of Medi-Cal covered services, using the provider number assigned by the Medi-Cal program to Provider.

B. Payment will be authorized for valid claims for Specialty Mental Health Services if:

Services were pre-authorized by the Access Team, Utilization Review Committee of the County; however, Specialty Mental Health Services provided to a Beneficiary with an emergency psychiatric condition do not require preauthorization.

(ii) Services were delivered by Provider and were within the range of pre-selected service codes allowed by scope of practice and contract agreement(s).

(iii) Beneficiary was Medi-Cal eligible at the time services were provided. Following the initial authorization, it is the Provider's responsibility to ensure that services are provided to eligible Beneficiaries. Medi-Cal Beneficiaries who become ineligible for Medi-Cal benefits during an authorization period may continue to receive services; however, the Provider must notify the Beneficiary and County that eligibility has changed. The County will determine the best treatment plan which may include authorizing continued services to ensure continuity of care and minimizing disruption of services or transition of the Beneficiary back to the County as appropriate.

(iv) Payment shall be made to Provider only after Provider submits to County a fully itemized billing statement showing the unbundled services performed along with all documentation such as assessments, progress notes, treatment plans, etc. Provider shall submit the statement of services rendered to Glenn County Health and Human Services Agency, P. O. Box 611, Willows, CA 95988, or by e-mail to GCHHSA Accounts Payable gchhsaaccountspayable@countyofglenn.net within 45 days after the end of the month.

(v) On the day of discharge, Provider will make best efforts to discharge Beneficiary by 1:00 p.m.

(vi) Reimbursement rate(s) shall be considered payment in full and are subject to Third Party Liability and Beneficiary share of cost. The County will only reimburse the difference between the County services rate(s) and the payment amount by the primary payer, minus the share of cost. The total reimbursement will conform with Provider's fee schedule as described in Exhibit B, attached hereto and incorporated herein by reference, and as amended for each fiscal year to reflect any rate increases.

(vii) Reimbursement to Provider for claims submitted timely, as defined in Section 6 of this Agreement, is in arrears within 45 days after receipt and verification of Provider's invoice by County.

(viii) The County will not pay for any session for which a Beneficiary fails to show.

C. Re-Authorization.

(i) Re-authorization is required to continue services beyond the initial authorization period for each Beneficiary. Re-authorization is required if services

continue beyond three months and shall be required every three months thereafter. Payment will be approved for valid claims for Specialty Mental Health Services when re-authorization is complete prior to the delivery of continued services.

(ii) Re-authorization must be requested by using the County Re-Authorization form.

(iii) Providers are to submit re-authorization requests in advance to avoid disruption in services.

(iv) Requests for re-authorization of services may be mailed or faxed to:

Glenn County Mental Health Services
Attn: Quality Assurance Unit
242 N. Villa Avenue
Willows, California 95988
Tel: (530) 934-6582
Fax: (530) 934-6592

D. On or before October 30th of each fiscal year covered by this Agreement, Provider shall provide to County a cost report pursuant to the provisions of the Cost Reporting and Data Collection Manual. As soon as practical thereafter, the rates referred to in this Agreement shall be adjusted to reflect the actual costs by means of the Cost Reporting Data Collection (CR/DC) System in use by the Fiscal Systems Division of the California State Department of Health Care Services. This Cost Report will establish the final basis upon which Provider will be paid for services provided during the term of this Agreement. If Provider has overcharged County, Provider will return to County any amounts owed.

E. If any claims for services for a Medi-Cal Beneficiary are deemed invalid or denied as a result of internal or external audits, system reviews, chart reviews, or utilization reviews, the County may recoup from Provider reimbursement for the amount paid to Provider for the invalid or denied claims, including interest and penalties as authorized by law. Provider shall reimburse County within 30 days receipt of written notice of overpayment.

F. Overpayments.

(i) The Provider shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicade services. (42 C.F.R. §438.608(c)(3).

(ii) The Provider shall implement and maintain arrangements or procedures that include provision for the suspension of payments to the Provider for which the Provider, or County, determines there is a credible allegation of fraud. (42 C.F.R. §438.608(a)(8) and 455.23.)

(iii) The Provider shall adhere to the retention policies for the treatment of recoveries of all overpayments from the County to the Provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. County shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. Provider shall return any overpayment to the County within sixty (60) calendar days after the date on which the overpayment was identified. The County shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department of Health Care Services in situations where the County is not permitted to retain some or all of the recoveries of overpayments. (42 C.F.R. §438.608(d).)

Provider shall submit claims with a copy of the authorization documents attached, in the form and format specified by County. must be submitted to County no later than forty-five (45) days after the month services were provided. Provider shall bill the Beneficiary for authorized share of cost before requesting payment from County.Each claim for reimbursement will be for one member only and must include the name of the Beneficiary, type of service provided by County service code, date of services and duration of service. Medi-Cal and County are not responsible for outpatient or professional services with Medicare A & B and B Only coverage. County may deny payment for claims submitted beyond forty-five (45) days of the service month. Each claim is subject to audit for compliance with State and Federal Regulations.

6. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to County:
Glenn County Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Invoices may be submitted by email to: gchhsaaccountspayable@countyofglenn.net

If to Provider:
Contact
Contact Title
Facility Name

Address
City, State Zip
Tel: (XXX) XXX-XXXX
Email: (If Provided)

Notice shall be effective upon receipt.

7. Bankruptcy. Provider shall immediately notify County in the event that Provider ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Provider is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Provider herein. Provider shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Provider shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Provider's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Provider is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Provider shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

In the event that the Provider's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Provider agrees to indemnify County and hold County harmless for any and all damages, costs, or taxes imposed pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Provider under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System

(CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, it's officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Licensing Requirements.

A. Provider shall comply with all required county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Provider shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9 and Title 22 of the California Administrative Code, Title XIX of the Social Security Act, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters. Provider and sub-contractors are required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services. Provider certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).
Contractor

B. Provider shall abide by CFR, Title 42, Sections 1128 and 1128A. County will verify monthly that Provider is not on the Office of Inspector General's Exclusion List prior to billing. At any time during the contract term, if the Provider is found to be on the Exclusion List, this contract shall be terminated immediately, billing will not be processed and invoice(s) will not be paid.
Contractor

C. Provider shall abide by CFR, Title 42, Sections 438.214 and 438.610. County will verify that Provider has proper certification prior to processing the contract. After contract has been processed, Provider will be held responsible for recertification in a timely manner.
Contractor

D. Provider shall furnish County within thirty (30) days of execution of this Agreement:

(i) Program Schedule;

(ii) Treatment Staff Roster (including license number or evidence of credentialing); and

(iii) NPI and Taxonomy Code numbers will be required for the facility and staff.

If the above is not provided within thirty (30) days of execution of this Agreement, County shall have no obligation to make any payment for services rendered.

10. Authority of Provider. It is understood that Provider shall possess no authority with respect to any County decision. County is responsible for and shall make all governmental decisions related to work of Provider.

11. Subcontracting and Assignment. Provider shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

12. Indemnification. To the fullest extent permitted by law, Provider shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Provider or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Providers or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Provider, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by County. To the extent there is an obligation to indemnify under this paragraph, Provider shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Provider's negligence, recklessness, or willful misconduct.

13. Insurance.

A. Insurance Requirements. Without limiting Provider's indemnification of the County, Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Provider, Provider's agents, representatives, employees, and sub-contractors. At the very least, Provider shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Provider shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Provider agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Provider shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Provider or Provider's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Provider to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Provider shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Provider has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Provider and Provider's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Provider shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Provider as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Provider.

14. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner, and according to the professional standards observed by a competent practitioner of the profession, in which Provider and any subcontractors are engaged. Provider shall, while engaged in the provision of services under this agreement, comply with the Glenn County Department of Health and Human Services Agency's Code of Conduct which is attached hereto as Exhibit "C" and incorporated herein by this reference.

B. Provider represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Provider's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Provider from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Provider shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 4 may be reduced to account for such nonperformance.

15. Responsibility of Provider.

A. Provider shall be solely responsible for the quality and accuracy of its work and the work of its Providers performed in connection with this Agreement. Any review, approval, or concurrence therewith by County shall not be deemed to constitute acceptance or waiver by County of any error or omission as to such work.

B. Provider shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Provider of any defect in Provider's performance.

16. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's last service to client:

A. Provider must maintain records for ten (10) years from the date of last service to clients, or until all State audits are complete, whichever is later, except that records of minors who are not emancipated shall be kept not less than ten (10) years after the minor has reached the age of eighteen (18) years. Provider shall contractually require that all of Provider's subcontractors performing work called for under this Agreement also keep and maintain such records.

B. Provider shall allow County's authorized representatives, reasonable access during normal business hours to inspect, audit, and copy Provider's records as needed to evaluate and verify any invoices, payments, and claims that Provider submits to County or that any payee of Provider submits to Provider in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-provider files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

C. County and Provider shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

17. Publication of Documents and Data. Provider may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either County or Provider.

18. Disclosures.

A. Pursuant to 42 C.F.R. § 455.104, Provider must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101.

B. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Provider, and that interest equals at least 5% of Provider's property or assets, then the Provider will make the disclosures set forth herein.

C. The Provider will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Provider may use the business address for any member of its Board of Directors.

D. The Provider shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Provider ownership or upon request of the Department on the Medi-Cal Provider Disclosure Statement of Significant Beneficial Interests, which is attached hereto and incorporated herein as Exhibit E.

E. The Provider shall submit the disclosures below to the County regarding the Provider's (disclosing entities') ownership and control. The Provider is required to submit updated disclosures to the County before entering into or renewing contracts, within 35 days after any change in the Provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

F. 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 5 percent or more interest);

(iv) Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other provider of the Provider 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 5 percent 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 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.

G. For each provider of the Provider, Provider shall provide the County with all disclosures before entering into a network provider contract with the County and annually thereafter and upon request from the County during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

H. Disclosures Related to Business Transactions – Provider must submit disclosures and updated disclosures to the County or HHS including information regarding certain business transactions within 35 days, upon request. The following information must be disclosed:

The ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(ii) Any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the 5-year period ending on the date of the request.

I. Provider must obligate all its providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

19. Non-Discrimination

A. During the performance of this agreement, Provider and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), or marital status. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable

regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

B. Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Provider shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Provider will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42.C.F.R. § 438.6(d)(3).

C. The Provider shall comply with the provisions of Section 504 of the Rehabilitation Act of 1978, 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.

20. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly approved by the Board of Supervisors. If this Agreement was not approved by the Board of Supervisors, and was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000).

21. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

22. Compliance With Law. Provider shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

23. HIPPA Business Associate Agreement.

Provider, as a Business Associate of County, shall comply with, and assist County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), as outlined in Exhibit "D".

If County becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, County will terminate the Agreement, or if not feasible; report the problem to the Secretary of Health and Human Services ("HHS").

25. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

25. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

24. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

25. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

26. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Provider and supersedes all prior oral and written agreements and communications.

27. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

28. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

29. Non-Exclusive Agreement. Provider understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Provider, or to perform such services with County's own forces.

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SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, County and Provider have executed this agreement on the day and year set forth below.

PROVIDER

By: _____ _____
Representative Date
Provider

COUNTY OF GLENN

By: _____ _____
Scott H. De Moss, County Administrative Officer Date
Glenn County, California

By: _____ _____
Christine Zoppi, Director Date
Health and Human Services Agency

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Reviewed by: Glenn County Administrative Officer _____

HEALTH AND HUMAN SERVICES AGENCY:

- ❑ Approved by Deputy Director of Administration _____
- ❑ Approved by Director of Behavioral Health_____
- ❑ Approved by Fiscal Manager ____

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Code of Conduct
Exhibit D – Business Associates Agreement
Exhibit E -- Medi-Cal Provider Disclosure

EXHIBIT A

SCOPE OF SERVICES

RESPONSIBILITIES OF CONTRACTOR:

TFC Requirements:

1. Manage and retain qualified staffing team, including a Licensed Practitioner of the Healing Arts (LPHA);
2. Establish Memorandum of Understanding with CWS and/or GCPD to provide FFA services;
3. Recruit, hire, and train TFC parents;
4. Supervise and support TFC parents in plan development, rehabilitation, and collateral;
5. Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness;
6. Verification of Medi-Cal eligibility on a monthly basis;
7. Submit required data and abide by designated documentation regulations in a timely manner, as instructed, by County in order to claim reimbursement for services
8. Verification of a completed Child Assessment of Needs and Strengths (CANS) for each new client.

Medi-Cal Requirements:

1. Provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by the County.
2. Not subcontract services specified in this contract.
3. Obtain authorization from the County in advance on all planned services to Beneficiaries.
4. Provider shall provide such services as are within the scope of Provider's licensure by the State of California.
5. Provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Provider.
6. Serve Beneficiaries no less than the hours of operation offered to persons with commercial/private insurance.
7. Comply with all requirements contained in the Medi-Cal Provider Manual, which is available at: https://www.countyofglenn.net/sites/default/files/Behavioral_Health/GCMH%20Provider%20Manual%20FINAL%201-12-16_0.pdf. Upon written request, County will provide a paper copy.
8. Make all medically necessary covered Specialty Mental Health Services available in accordance with Cal. Code Regs. tit. 9, §§ 1810.345

and 1810.405, and 42 Code of Federal Regulations (C.F.R.) § 438.210 and shall ensure:

a. The availability of services or ability to refer to services to address beneficiaries' emergency psychiatric conditions 24-hours a day, 7 days a week.
b. The availability of services or ability to refer to services to address beneficiaries' urgent conditions as defined in Cal. Code Regs. tit. 9, § 1810.253, 24 hours a day, and 7 days a week.
c. Timely access to routine services determined by the Provider to be required to meet beneficiaries' needs.

9. Provide second opinions in accordance with Cal. Code Regs. tit. 9, § 1810.405(e).
10. In accordance with 42 C.F.R. § 438.206(c)(1), the Provider shall comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:
    a. Meet and require its providers to meet California Department of Health Care Services standards for timely access to care and services, taking into account the urgency of need for services.
    b. Have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-MediCal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Provider shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Provider, or another Mental Health Plan.
    c. Take corrective action if there is a failure to comply with timely access requirements.
11. The Provider shall provide out-of-plan services in accordance with Cal. Code Regs. tit. 9, §§ 1830.220 and 1810.365. The timeliness standards specified in Cal. Code Regs., tit. 9, § 1810.405 apply to out-of-plan services, as well as in-plan services.
12. The Provider shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code Regs. tit. 9, § 1830.225 and 42 C.F.R. § 438.6(m).
13. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Provider shall not exclude a beneficiary solely on the grounds 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.
14. Provider agrees to comply with County's policies and procedures on advance directives and the Provider's obligations for Physician Incentive Plans, if applicable based on services provided under this contract.
15. Provider agrees that County is responsible for monitoring the performance of Provider, and Provider agrees to provide a corrective action plan if deficiencies are identified.

16. Provider agrees to comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions.
17. Provider agrees that:
    a. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Provider, that pertain to any aspect of services and activities performed, or in the determination of amounts payable under the County's Contract with the State.
    b. The Provider will make available, for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees.
    c. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
    d. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Provider at any time.
18. Upon referral from the Glenn County Director of Mental Health, or designee, Provider will provide long-term and short-term residential care services to clients of the Glenn County Mental Health Services.
19. Be required to send to County copies of any monitoring reports that have been issued by any County, State or other funding agency.
20. Inform County of any grievances or complaints involving clients of County who are receiving treatment at Provider's facility. Provider shall display the grievance or complaint process in order to inform client of said process. Provider shall report any grievances or complaints with resolution to County each calendar quarter.
21. Comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
22. Adhere to all statutes and regulations governing the confidentiality of records.
23. Maintain all patient records in compliance with all appropriate Federal, State and local requirements.
24. Comply with all Patients' Rights statutes and regulations.
25. Insure that all patient admissions and length of stay requests comply with utilization review regulations.
26. Ensure that provider staff are trained on cultural competence no less than annually. Provider must submit proof of training for each provider staff to the County at least annually and upon request.
27. Comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
28. Adhere to all statutes and regulations governing the confidentiality of records.

29. Maintain all patient records in compliance with all appropriate Federal, State and local requirements.
30. Comply with all Patients' Rights statutes and regulations.
31. Insure that all patient admissions and length of stay requests comply with utilization review regulations.

EXHIBIT B

SCHEDULE OF FEES

Contract will not exceed $XXX,XXX.XX per fiscal year.

EXHIBIT C
CODE OF CONDUCT

Glenn County Health and Human Services Agency staff, contractors and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals, we;

- Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.
- Provide all services in accordance with applicable federal, state and county laws and regulations.
- Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department's services, policies and procedures and fees we charge.
- Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.
- Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.
- Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Glenn County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.
- If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.
- Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Glenn, our department, its patients, clients or constituents.
- Do not use Glenn County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.

- Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.
- Will not solicit, advertise, or engage in personal practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.
- Seek positive and cooperative relationships within Glenn County, our department, as well as with other government programs, vendors, contractors, community groups and industry to enhance services and resources available to the public.
- Ensure that all records in any medium are maintained in accordance with guidelines established by the Glenn County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.
- All department staff, contractors and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Glenn County and our departmental policies and procedures, and contractual obligations, as well as all laws and regulations. This includes statutes, regulations and guidelines applicable to state, county and federal healthcare programs, knowing that failure to comply with the above may potentially subject an employee to civil and criminal liability, sanctions, penalties or disciplinary action.
- Are obligated to report a violation of the Code of Conduct, county rules and regulations, departmental policies and procedures or other state or federal laws and regulations.
- Investigation of Suspected Non-Compliance

  The Compliance Officer in consultation with County Counsel shall investigate every credible allegation, inquiry, complaint, or other evidence of non-compliant conduct. If the Compliance Officer's investigation results in sufficient evidence of non-compliant conduct, the Compliance Officer will prepare a written report of findings that will be forwarded to the Compliance Committee for appropriate action. Corrective action can include, but is not limited to:

  - Disciplinary action
  - Termination of contract
  - Suspension of billing
  - Modification of the coding and billing system where necessary
  - Adjustment of policies and procedures
  - Engaging in steps necessary to reduce the error rate
  - Training
  - Increasing auditing and/or monitoring activity

Exhibit D

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the Contractor.]

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not

become, an employee, partner, agent, or principal of County while this Agreement is in effect.

3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate 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. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.

5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.

7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR

164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.

9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.

10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.

    a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

    b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.

    c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.

11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall

provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.

12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERMINATION

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.

17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.

18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.

19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.

    a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI

    b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

AMENDMENT

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances

consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County: Glenn County Health and Human Services Agency	Business Associate:
Signature: _____ Print Name: Christine Zoppi, Director Date: _____	Signature: _____ Print Name: Date: _____

The wording of this attachment,
unless modified, is approved by
Tami Hanni
HIPAA Privacy and Security Officer
Glenn County

Revision #4, December 17, 2009