FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES FOR OCTOBER 1, 2017 TO JUNE 30, 2020 (hereinafter referred to as "Amendment") by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba (hereinafter referred to as "Behavioral Health"), and Youth for Change (hereinafter, referred to as "Contractor"), modifies the Agreement between Behavioral Health and the Contractor which became effective October 1, 2017 (hereinafter referred to as "Agreement"). A copy of the Agreement is attached as Exhibit 1 and incorporated by reference.

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 5. COMPENSATION FOR SERVICES of the Agreement is deleted in its entirety and replaced with the following effective July 1, 2018:

5. COMPENSATION FOR SERVICES: Behavioral Health shall make payment to Contractor based upon the services provided by Contractor that are entered into Behavioral Health’s EHR and void of errors. No later than the 15th of each month Behavioral Health will create a report of Medi-Cal eligible services and will issue payment at the contracted interim rate for said services to Contractor. A detailed listing of services will be provided to Contractor for reconciliation purposes. Behavioral Health shall pay Contractor at the following interim rates for Treatment Services:

- Mental Health Services: $2.63 per minute
- Med Support: $7.63 per minute

Direct client costs are not to exceed $110,700 for FISCAL YEAR 2017-2018 and $147,600.00 for FISCAL YEARS 2018-2019 and 2019-2020.

Start-up costs are not to exceed $169,100.00 for the term of this Agreement.

The total compensation payable to Contractor during the term of this Agreement shall not exceed:

- FISCAL YEAR 2017-2018
  THREE MILLION TWO HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS ($3,269,418.00)

- FISCAL YEAR 2018-2019
  FOUR MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS ($4,127,864.00)

- FISCAL YEAR 2019-2020
  FOUR MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS ($4,127,864.00)
All other terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, it shall be resolved such that the provisions of this Amendment shall control in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates of their signatures.

Sutter County Health and Human Services

By: ___________________________ Date: 8-30-18
Nancy O'Hara, Director

Youth for Change, Inc.

By: ___________________________ Date: 8/2/18
George Siler, Executive Director

SUTTER COUNTY BOARD OF SUPERVISORS

By: ___________________________ Date: 8/8/18
Chairman

ATTEST

By: ___________________________ By: ___________________________
Clerk Sutter County Counsel
AGREEMENT

This AGREEMENT (hereinafter referred to as "Agreement") is made and entered into effective October 1, 2017, by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba (hereinafter referred to as "Behavioral Health"), and Youth for Change (hereinafter, referred to as "Contractor"), whose business address is, PO Box 1476, Paradise, CA 95967.

1. TERM: The term of this Agreement is October 1, 2017 to June 30, 2020, or until the Agreement is terminated by either party in accordance with the provisions of this Agreement.

2. SERVICES: Contractor shall provide services and duties as described in the attached EXHIBIT A, incorporated into this Agreement by reference ("Services").

3. CONTRACTOR'S RESPONSIBILITIES:

   (a) Contractor shall comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code Section 5600 et seq.) and applicable regulations promulgated under CCR Sections 500-780, as amended, during the term of this Agreement.

   (b) Contractor shall abide by the non-discrimination requirements as contained in the California Welfare and Institutions Code. The Director of Behavioral Health ("Director") shall determine patient eligibility under the Short-Doyle Act, the Medi-Cal Program and the non-discrimination requirements, if applicable.

   (c) Contractor shall provide clients all informational materials and due process information as required for Medi-Cal beneficiaries.

   (d) Contractor will ensure that all employees sign Behavioral Health's Code of Conduct upon hire and annually by February 1 of each year. A copy of the signed Code of Conducts, attached hereto as EXHIBIT B and incorporated herein by reference, will be submitted to Behavioral Health's Compliance Officer.

   (e) Contractor shall check Medi-Cal eligibility for children and families each month prior to providing services. For any children or families with a Medi-Cal Healthy Families aid code (E1, 5E, 7X, 8X, 9H, 9R, or such aid code that designates that population) Contractor will notify Behavioral Health for an SED determination prior to performing services. Any children or families with a Medi-Cal Share-of-Cost (SOC) do not have Medi-Cal coverage until the monthly SOC has been paid. Services provided to these children and families are not considered Medi-Cal eligible services and Contractor should refer these children and families back to Behavioral Health prior to providing services.

   (f) Contractor shall assure progress notes submitted for services include the appropriate electronic signature of the person providing the service. Standards regarding the use of electronic signatures have been issued by State of California
Department of Behavioral Health in DMH Letter No.: 08-10, attached hereto as EXHIBIT C and incorporated herein by reference. Any progress note submitted without the appropriate electronic signature will deem the service invalid and not eligible for compensation.

(g) Contractor shall offer hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medi-Cal fee for service, if the provider serves only Medi-Cal beneficiaries.

(h) Contractor shall abide by all quality standards for clinical care as described in all Behavioral Health policies and procedures, including Policy & Procedure #15-003 “Medication Monitoring Plan”. Contractor’s psychiatrist’s charts will be included in the monthly medication monitoring chart review process, and any deviations from compliance with prescribing standards will be reported and corrected.

(i) Contractor shall ensure that it oversees and is accountable for any functions and responsibilities that it delegates to any subcontractor before any delegation evaluates the prospective subcontractor’s ability to perform the activities to be delegated; CFR, Title 42, section 438.230(a).

(j) The Contractor shall provide a written Notice of Action (NOAs) to the beneficiary when the contractor determined that the beneficiary does not meet the medical necessity criteria for eligibility; CFR, Title 9 and CFR Title 42. Contractor shall ensure that the beneficiary is able to ask for a second opinion outside of the MHP network.

4. INVOICE AND PAYMENTS: Contractor shall submit invoices (EXHIBIT D), for direct client costs and start-up costs incurred during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. Behavioral Health shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. COMPENSATION FOR SERVICES: Behavioral Health shall make payment to Contractor based upon the services provided by Contractor that are entered into Behavioral Health’s EHR and void of errors. No later than the 15th of each month Behavioral Health will create a report of Medi-Cal eligible services and will issue payment at the contracted interim rate for said services to Contractor. A detailed listing of services will be provided to Contractor for reconciliation purposes. Behavioral Health shall pay Contractor at the following interim rates for Treatment Services:

   Mental Health Services: $2.10 per minute
   Med Support: $4.51 per minute
Direct client costs are not to exceed $110,700 for FISCAL YEAR 2017-2018 and $147,600.00 for FISCAL YEARS 2018-2019 and 2019-2020.

Start-up costs are not to exceed $169,100.00 for the term of this Agreement.

The total compensation payable to Contractor during the term of this Agreement shall not exceed:

**FISCAL YEAR 2017-2018**
THREE MILLION TWO HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS
($3,269,418.00)

**FISCAL YEAR 2018-2019**
FOUR MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS
($4,127,864.00)

**FISCAL YEAR 2019-2020**
FOUR MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS
($4,127,864.00)

6. QUALITY ASSURANCE:

(a) Program Integrity: Verification of Beneficiary Services:

(1) Contractor must have a practice in place that verifies with a Medi-Cal beneficiary that actual services billed by the Contractor were actually received by the beneficiary; CFR, Title 42, sections 455.1(a)(2) and 455.20(a). Contractor may verify services by using submitted claims rather than reimbursed claims if this information is timelier. Contractor must perform such an activity to ensure against fraudulent and abusive claiming activities. Behavioral Health’s Compliance Officer will approve the Contractor’s verification plan and will monitor Contractor’s efforts. When there is reason to refer a suspected fraudulent claim Behavioral Health’s Compliance Officer will conduct an investigation and report all findings including a recommended course of action to the Contractor and the Director of Health and Human Services. When necessary a corrective action plan will be furnished by the Contractor with Behavioral Health’s Compliance Officer monitoring Contractor’s adherence to the corrective action plan.

(2) Behavioral Health will conduct a Utilization Chart Review on approximately 2.5% of the Contractor’s service population on a quarterly basis. The results will be presented to the Contractor who will have an opportunity to provide any corrective information or supporting documents to resolve any outstanding issues. When there is clear evidence that recoupment is required services will be voided and will be direct financial loss to the Contractor. Behavioral Health will report the results to the Utilization Review Committee and the Quality Improvement Committee. If through the
chart review process there is an indication of fraudulent activity Behavioral Health's Compliance Officer will be notified and will follow the Compliance Protocol which may include further charts being audited. A plan of correction may be required by the Contractor given the chart audit results findings.

(3) Contractor shall have a mandatory compliance plan that is designed to guard against fraud and abuse as required in CFR, Title 42, subpart E, section 438.608.

i. Contractor shall have written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

1. Contractor shall ensure enforcement of the policies, procedures, and standards of care through well publicized disciplinary guidelines.

ii. Contractor shall have provisions in the mandatory compliance plan for internal monitoring and auditing of fraud, for the prompt response to detect offenses, and for the development of corrective action initiatives.

(4) Contractor shall designate a compliance officer that is accountable to senior management.

i. Contractor shall be prepared to furnish evidence of effective training and education for the compliance officer.

ii. Contractor shall ensure effective lines of communication between the compliance officer and organization's employees and subproviders.

(5) Contractor shall designate a compliance committee that is accountable to senior management.

(6) Contractor shall provide effective training and education for employees and subproviders.

(b) Early Periodic Screening, Diagnosis and Treatment (EPSDT) Performance Improvement Project:
Contractor shall continue to monitor EPSDT Children who are receiving $3,000.00 or more in outpatient services per month. As established with the EPSDT Performance Improvement Project the Contractor is to maintain the process of regular meetings with staff reviewing the Utilization Review Findings (EXHIBIT E) and Acuity Rating (EXHIBIT F) of all children who receive $3,000.00 or more per month in outpatient services. A query from the Contractor's database identifies these children. This information shall be reported on a monthly basis to the Youth and Family Services Program Manager.

(c) Therapeutic Behavioral Services (TBS) Report:
Contractor shall submit a TBS report to the Youth and Family Services Program Manager by the second week of each month. This report is to identify clients who were considered for TBS and the outcome, clients who are receiving TBS, the start date, number of hours of the service and identify the clients who have been hospitalized.

(d) Contractor shall provide a quarterly report on beneficiary demographics, diagnosis, referral source, length of stay, as well as other areas as agreed upon. The quarterly report shall be submitted to Behavioral Health by the 15th day of the month following the end of each quarter.

(e) Contractor shall ensure that services will be provided in a timely manner. Contractor will make first contact with a referred client within 3 business days of receiving the referral and will have a scheduled appointment within 10 business day of receiving the referral. Contractor shall provide a monthly report regarding the disposition of each referral to the Youth and Family Services Program Manager.

(f) Contractor shall comply with timely access requirements, as provided by Behavioral Health.

(g) All information required of Contractor for the above QI reporting shall be made available to the Contractor through the Anasazi System.

(h) Contractor shall maintain a written log(s) of initial requests for specialty mental health services that includes requests made by phone, in person, or in writing. The written log must contain the name of the beneficiary, date of the request, and the initial disposition of the request.

(i) Contractor shall be in compliance with documentation standards requirements per CFR, Title 9, Chapter 11, sections 1810.435(a), (b)(4), and (c)(7), and 1840.314

(j) Contractor shall have a policy and procedure in place which ensures that Forms JV-220 (application Regarding Psychotropic Medication), JV-220(A) (Physicians Statement- Attachment), JV-221 (Proof of Notice: Application Regarding Psychotropic Medication), and JV-223 (Order Regarding Application for Psychotropic Medication) are completed in the beneficiary’s medical record when psychotropic medications are prescribed under the following circumstances:

1) When a child is under the jurisdiction of juvenile and living in an out-of-home placement and the child’s physician is asking for an order that gives permission for the child to receive a psychotropic medication that is not currently authorized or renews an order for a psychotropic medication that was previously authorized for the child because the order is due to expire.

2) For a child who is a ward of the juvenile court and living in foster care placement, as defined in Welfare and Institutions Code Section 727.4.

(k) Contractor shall monitor the safety and effectiveness of medications at least
annually.

(l) Contractor shall have a policy and procedure in place regarding monitoring psychotropic medication use for children/youth.

(1) Contractor shall have a mechanism in place to address quality of care concerns related to psychotropic medication use.

(m) Contractor shall have a mechanism to monitor quality of care occurrences and appropriate follow-up actions.

7. FINANCIAL RECORDS: Contractor agrees to maintain complete financial records, which clearly reflect the actual services for which payment is claimed. Any apportionment of cost shall remain in accordance with generally accepted accounting principles. All such records shall be available for inspection for the designated auditor of Behavioral Health or the State of California at a reasonable time during normal working hours. All patient and financial records shall be retained by Contractor for a minimum of ten (10) years following the expiration or termination of this Agreement unless prior written notice provided by Behavioral Health. Contractor agrees to extend to Behavioral Health or its designee the right to review and investigate Contractor’s records and procedures at any reasonable time.

If a post-Agreement audit conducted in accordance with standard accounting principles finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by Behavioral Health, or if any payments made by Behavioral Health are not reimbursable in accordance with the terms of California law and this Agreement, or any administration administered to the California Department of Health Care Services, the difference shall be paid by Contractor within 30 days of notification by cash payment, or at the discretion of Behavioral Health as a credit on future billings.

If said post-Agreement audit finds that the actual cost of any service furnished hereunder is higher than the payments made by Behavioral Health for that service, then the difference may be paid to Contractor with the understanding that at no time will the amount due Contractor pursuant to this Agreement exceed the maximum annual amount payable for the term of this Agreement specified in section 4. It is understood that any revenue subject to compliance of State or Federal regulations will be audited by the appropriate State or Federal agency. In the event any claims by Contractor pursuant to the State or Federal audit are disallowed, Contractor shall take all actions necessary to obtain such approval. In the event that Behavioral Health is not reimbursed by either the State or Federal government as a consequence of the disallowance of claims, which in turn are based on the failure of Contractor to comply with any terms of this Agreement, Contractor shall reimburse Behavioral Health in the amount of such disallowance. Contractor, and the agents and employees of Contractor, in the performance of this Agreement shall act in an independent capacity,
and not as officers or employees of Behavioral Health or of the County of Yuba, State of California, or of the County of Sutter, State of California.

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

8. AUDIT EXCEPTIONS:

(a) In order to maximize Behavioral Health resources, Behavioral Health and Contractor will endeavor to bill for and collect all appropriate Services. In the event that an audit results in disallowances Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this Agreement. Contractor also agrees to accept financial responsibility for any audit exceptions; to the extent such are attributable to the Contractor’s failure to perform properly any of its obligations under this Agreement.

(b) Behavioral Health agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this Agreement. Behavioral Health also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to Behavioral Health’s failure to perform properly any of its obligations under this Agreement, including billing errors in Med-Cal claims processing.

9. CONFIDENTIALITY: Contractor acknowledges that it is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor will fully comply with the HIPAA and with the Health Information Technology for Economic and Clinical Health (HITECH) Act and their implementing regulations including, but not limited to, 45 CFR Parts 160, 162, and 164. Contractor will also fully comply with related California laws including, but not limited to, the confidentiality provisions of the Lanterman-Petris-Short Act [Welfare & Institutions Code Sections 5328 et seq.] and the Patient Access to Health Records Act [Health & Safety Code Sections 123100 et seq.].

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

10. OWNERSHIP:

Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Behavioral Health by December 31 of each year and when prescribed below.

(a) Who must provide disclosures: The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.

(b) What disclosures must be provided: The Medi-Cal agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:
(1) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

(2) Date of birth and Social Security Number (in the case of an individual).

(3) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.

(4) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity 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 disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

(5) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

(6) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided:

(1) Disclosures from providers or disclosing entities: Disclosure from any provider or disclosing entity is due at any of the following times:

   i. Upon the provider or disclosing entity submitting the provider application.

   ii. Upon the provider or disclosing entity executing the provider Agreement.

   iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.

   iv. Within 35 days after any change in ownership of the disclosing entity.

(2) Disclosures from fiscal agents: Disclosures from fiscal agents are due at any of the following times:

   i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.

   ii. Upon the fiscal agent executing the contract with the State.

   iii. Upon renewal or extension of the contract.
iv. Within 35 days after any change in ownership of the fiscal agent.

(3) Disclosures from managed care entities: Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.

ii. Upon the managed care entity executing the contract with the State.

iii. Upon renewal or extension of the contract.

iv. Within 35 days after any change in ownership of the managed care entity.

(4) Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

(c) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.

(e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

(f) Contractor shall consent to criminal background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider per 42 CFR 455.434(a).

(g) Contractor shall require providers, or any person with five (5) percent or more direct or indirect ownership interest in the organization to submit a set of fingerprints per 42 CFR 455.434(b) (1).

11. INDEMNIFICATION:

(a) Contractor shall indemnify, defend, and hold harmless Behavioral Health, Sutter County and Yuba County and their officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from Contractor’s acts or omissions while performing under this Agreement. Contractor’s obligations under this section cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including Behavioral Health’s, Counties’ and Contractor’s officers, employees and agents) and from damage to or destruction of any property (including Behavioral Health’s, Counties’ and Contractor’s real and personal property).

(b) Behavioral Health shall indemnify, defend and hold harmless Contractor and its officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from Behavioral
Health's acts or omissions while performing under this Agreement. Behavioral Health's obligations under this section cover, but are not limited to liabilities, claims, demands, damages and costs arising from injury to, or death of, any persons (including Behavioral Health's, Counties' and Contractor's officers, employees, and agents) and from damage to, or destruction of, any property (including Behavioral Health's, Counties and Contractor's real or personal property).

12. INSURANCE: Without limiting Contractor's indemnification of Behavioral Health and the Counties, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following insurance coverages and provisions:

(a) Prior to commencement of this Agreement, Contractor shall provide Certificates of Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates shall be sent to the following address:

Tony Hobson, Ph.D., Director  
Sutter-Yuba Behavioral Health  
1965 Live Oak Blvd., Suite A  
Post Office Box 1520  
Yuba City, California 95992-1520

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to Behavioral Health. All Certificates of Insurance shall provide that Behavioral Health will receive thirty (30) days prior written notice of cancellation or any major modification of the insurance coverage before the expiration date.

(b) Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, the Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

(c) Insurance Required:

(1) Comprehensive General Liability Insurance or Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars ($1,000,000.00) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars ($2,000,000.00). Each type of insurance shall include coverage for Premises/Operations, Products/ Completed Operations, Contractual Liability, Broad Form Property Damage, XIC/U Hazards and Personal Injury. For either type of General Liability insurance, coverage shall include the following endorsements:

i. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Sutter, the County of Yuba, and members of the Boards of
Supervisors of Sutter and Yuba Counties, the officers, agents and employees of Sutter and Yuba Counties, individually and collectively, as additional insureds.

ii. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by the County of Sutter, the County of Yuba, their officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

iii. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be canceled or changed so as to no longer meet the specified Sutter County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to Behavioral Health at the address to which the Certificate of Insurance is sent as specified above.

iv. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the policy’s limits of liability.

(2) Professional Errors and Omissions Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

i. The policy retroactive date coincides with or precedes Contractor’s start of work (including subsequent policies purchased as renewals or replacements).

ii. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

iii. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two (2) year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two (2) year period to report claims arising from work performed in connection with this Agreement or a replacement policy coinciding with or preceding the retroactive date of the terminating policy.

All Professional Liability policies maintained pursuant to this section shall either be endorsed to name the Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba, individually and collectively as additional insureds, or endorsed to provide that the insurance provided by the policy shall apply to liability
assumed by the Contractor under written contract with Behavioral Health.

(3) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than One Million Dollars ($1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

(4) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

13. TERMINATION: This Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party. This Agreement shall be terminated concurrently with any written notice to Contractor or Behavioral Health of the determination by the Department of Health Care Services ("DHCS") in regard to staffing or services resulting in the loss of reimbursement to Behavioral Health for contract expenditures to Contractor as provided by law.

14. LICENSURE:

(a) If licenses are required for operation of the facilities covered under this Agreement, Contractor agrees to seek and maintain licensure for any and all facilities at all times during the duration of this Agreement. Prior to entering into the Agreement, Contractor will demonstrate to Behavioral Health that appropriate licensure has been received or that no licensure is required. This will be demonstrated by sending copies of appropriate licenses to Sutter-Yuba Behavioral Health, PO Box 1520, 1965 Live Oak Blvd., Ste. A, Yuba City, California 95992.

(b) Contractor shall monitor and verify provider eligibility.

(1) Contractor shall ensure that a process is in place to verify new and current (prior to contracting/employing, an monthly thereafter) providers and contractors, are not on the Office Inspector General List of Excluded Individuals/Entities, the DHCS Medi-Cal List of Suspended or Ineligible Providers, The Excluded Parties List System/System Award Management database, and the Social Security Administration's Death Master File.

(2) Contractor shall ensure that a process is in place to verify the accuracy of the new and current providers and contractors in the National and Provider Enumeration System.

(c) Contractor shall have a mechanism in place to take appropriate corrective action when an excluded provider/contractor is identified.

(d) Contractor shall monitor providers' licenses for expiration and limitations.

(e) Contractor shall verify that all ordering, rendering and referring providers have
a current National Provider Identifier (NPI) number.

(f) Contractor shall notify Behavioral Health of the following:

(1) Contractor shall notify Behavioral Health immediately of any restrictions, suspensions, or revocation of any of Contractor's licenses, certificates or qualifications, or of Contractor's ability to bill and receive reimbursement from Medicare or Medi-Cal.

(2) Contractor shall notify Behavioral Health immediately of any malpractice actions, disciplinary proceedings, or ethical inquiries instituted against or involving Contractor. Contractor certifies that it has not been listed by a State or Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs and shall notify Behavioral Health immediately in the event such exclusion takes place.

(3) Contractor shall provide Behavioral Health with a monthly report that confirms that no employees are listed by any State or Federal Agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs through the following reporting agencies and must maintain the records of the monthly check until settlement of DHCS Cost Report Audit with Behavioral Health.

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<th>Medi-Cal Exclusionary List</th>
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<tr>
<td>Office of Inspector General</td>
<td>exclusions.oig.hhs.gov</td>
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<td>www2.dca.ca.gov</td>
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<td>Medical Board of California</td>
<td><a href="http://www.mbc.ca.gov">www.mbc.ca.gov</a></td>
</tr>
<tr>
<td>System for Award Management</td>
<td><a href="http://www.sam.gov">www.sam.gov</a></td>
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<tr>
<td>Board of Psychology</td>
<td><a href="http://www.psychboard.ca.gov">www.psychboard.ca.gov</a></td>
</tr>
<tr>
<td>Board of Registered Nursing</td>
<td><a href="http://www.rm.ca.gov">www.rm.ca.gov</a></td>
</tr>
</tbody>
</table>

(g) Contractor agrees to comply with the DHCS's site certification protocol conducted by Behavioral Health on a triennial basis.

15. INDEPENDENT CONTRACTOR:

(a) It is understood and agreed, and is the intention of the parties hereto, that Contractor, and its employees, is an independent contractor, and not the employee or agent of Behavioral Health for any purpose whatsoever. Behavioral Health shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein. Contractor 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.
(b) Contractor, and its employees, shall have no claim under this Agreement or otherwise against Behavioral Health for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind.

(c) The parties acknowledge that Behavioral Health shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for himself and for his employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

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

(e) All films, booklets, pamphlets or similar informational material on Behavioral Health services for which Contractor has received payment from Behavioral Health shall contain a statement that Contractor is a contract provider of Services under the Behavioral Health Program operated by Behavioral Health.

16. ASSIGNMENT PROHIBITED: Neither party shall assign this Agreement or any interest herein without written consent of the other party.

17. NOTICE: Any and all notices required to be given by this Agreement may be given personally, by first class postage prepaid U.S. mail, or overnight courier, addressed to:

COUNTY:
Sutter County Board of Supervisors
1160 Civic Center Boulevard Yuba City,
California 95993

COPY TO:
Sutter-Yuba Behavioral Health
P.O. Box 1520
1965 Live Oak Boulevard, Suite A Yuba City,
California 95992
CONTRACTOR:
Youth for Change
PO Box 1476
Paradise, CA 95967

Or such other address designated by Contractor and Behavioral Health as provided in this section. Notice is effective upon receipt by the other party.

18. EFFECTIVE WAIVER: The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition of this Agreement.

19. PRIOR APPROVAL REQUIRED: Notwithstanding any provision of this Agreement, this Agreement shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of services to be provided, and until such time as this Agreement is reviewed by the (not delivering any AOD services) Department of Health Care Services, if necessary.

20. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever.

21. AMENDMENTS: Any amendments to this Agreement shall be in writing and executed by both parties.

22. 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 County of Sutter.

23. AMERICANS WITH DISABILITIES ACT (ADA): Requirements under the ADA Voluntary Agreement require that counties and their contract providers of adult residential drug and alcohol services that are recipients of any Department of Health and Human Services (federal) financial assistance meet the following requirements with which Contractor will comply:

(a) Residential drug and alcohol provider services must be accessible to the mobility impaired or Contractor must provide a description of the referral mechanism for residential alcohol and drug service facilities that currently do not accept non-ambulatory clients.

(b) ADA STIPULATIONS AND TIMELINE: New contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may not receive federal funding unless the contractor’s service delivery system is accessible in its entirety to
non-ambulatory clients. This means essentially equivalent services must be provided to the non-ambulatory client within "that" provider's service system.

(c) Existing contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may receive federal funding as long as their services are accessible in their entirety to the non-ambulatory client by December 31, 1995. However, a condition of county/provider contracts must include an effective method of referral to an alternate accessible facility within the service area prior to December 31, 1995.

(d) New or existing contractors with less than fifteen employees must have an effective method of referral to an alternative accessible drug or alcohol program within the service area in the event they are unable to provide services on site to the non-ambulatory client eligible for drug or alcohol services, or they may not receive federal funding.

24. CULTURAL COMPETENCY: Yuba County has approximately 73,439 people. Of this total 5.0% are Laotian (Hmong speaking), and 17.2% are Spanish speaking. In Sutter County, with approximately 95,851, approximately 21.2% are Spanish speaking and 6.5% are Punjabi speaking. These figures are based on the most recent census data.

Contractor will demonstrate continuing responsiveness to, understanding of, and respect for the individual's culture and language. Contractor shall provide services in the individual's preferred language whenever possible. Contractor shall provide interpreters for monolingual individuals as needed. Contractor shall accommodate the hearing and visually impaired as required by law. Any materials and forms available to the individual shall be linguistically appropriate. Contractor shall make every effort to serve the special populations in the Bi-County area. Contractor will report to Behavioral Health information relating to cultural competency activities and trainings, as well as the staff linguistic and cultural diversity on an annual basis.

Whenever feasible and at the request of the beneficiary, the Contractor shall provide an opportunity to change persons providing the specialty mental health services, including the right to use culture-specific providers.

(a) Contractor Responsibilities for Limited English Proficient (LEP) Individuals:

(1) LEP individuals have the right to free language assistance services. Contractor shall have a mechanism to ensure that interpreter services are offered to LEP individuals and that LEP individuals are informed of how to access free language assistance services.

(2) Contractor shall have policies and procedures, and practices that:

i. Prohibit the expectation that family members provide interpreter
services.

ii. Enable a client to choose a family member or friend as an interpreter after the client has been informed of the availability of free interpreter services.

iii. Prohibit the use of minor children as interpreters.

25. MEDI-CAL PROBLEM RESOLUTION:

a. Provider Problem Resolution

i. The Contractor has the right to access the appeal process at any time before, during, or after the Medi-Cal Problem Resolution process has begun, when the complaint concerns a denial or modified request for Behavioral Health payment authorization, or the processing or payment of a Contractor’s claim to Behavioral Health. The resolution process, as set forth in this section, is done so in compliance with Cal. Admin. Code tit. 9, § 1850.305-1850.350 and shall apply only to the payment for services rendered as part of the Medi-Cal Specialty Behavioral Health Services program as set forth in California Administrative Code, Title 9, Division 1, Chapter 11.

Nothing in this Agreement shall operate to relieve any party from complying with the requirements of the Government Claims Act (Government Code Section 900 et seq.).

1. Contractor may call the following numbers to speak with someone to resolve its complaint:

   Quality Assurance Officer (530) 822-7200 Ext.2274
   Provider Relations (530) 822-7200 Ext.2292

2. If the Contractor is unable to resolve its complaint through the informal process it may request a formal Medi-Cal Provider Appeal in writing to:

Sutter-Yuba Behavioral Health Plan Attention: Provider Appeals
P.O. Box 1520
1965 Live Oak Boulevard, Suite A
Yuba City, California 95991
Telephone: (530) 822-7200
Fax: (530) 822-7108

iii. DHCS Medi-Cal Appeals may be filed when denial or modification of a Behavioral Health payment authorization request for specialty mental health services are denied in full or in part by Behavioral Health on the basis that the Contractor did not comply with the required timeliness for notification or submission of payment request, medical necessity criteria not met or administrative day requirements not met. The appeal must be submitted in writing, along with supporting documentation, within 30 calendar days from the date of the Behavioral Health’s written decision of denial to:
b. Beneficiary Problem Resolution

i. Contractor shall inform Behavioral Health of any grievances or appeals involving clients of Behavioral Health who are receiving treatment at Contractor's facility. Contractor shall display the Problem Resolution Process, attached hereto as EXHIBIT G, incorporated herein by reference, in order to inform client of said process. Contractor shall report any grievances or appeals with resolution to Behavioral Health each calendar quarter.

ii. The Medi-Cal beneficiary has the right to file for a State Fair Hearing at any time before, during or after the appeal process, or within 90 days after notification of an action.

1. State Fair Hearings may be filed by calling toll free, 1-800-952-5253 or TDD 1-800-952-8349 for hearing impaired, or in writing mailed to:
   State Hearings Division
   California Department of Social Services
   P. O. Box 944243, Mail Station 19-37
   Sacramento, California 94244-2430

2. Beneficiary may receive assistance in filing a grievance, appeal or State Fair Hearing from:
   Behavioral Health Director for Clinical Services (530) 822-7200
   Quality Improvement Program Planner (530) 822-7200
   Patient Rights Advocate (530) 623-3202
   Toll Free: 1-800-923-3800
   TTY-CRS 1-800-735-2929

3. Beneficiary may authorize a person of his/her choice to act in his/her behalf at any time during the grievance, appeals or State Fair Hearing process.

4. Beneficiary has the right to request continuation of benefits during the State Fair Hearing process.

c. Contractor Responsibilities for Beneficiary Protection

i. Contractor shall ensure that it posts notices explaining grievance, appeal, and expedited appeal process procedures in locations at all provider sites sufficient to ensure that the information is readily available to both beneficiaries and provider staff; CCR, Title 9, Chapter 11, section 1850.205(c)(1)(B).

ii. Contractor shall ensure that forms that may be used to file grievances, appeals and expedited appeals, and self-addressed envelopes are available for
beneficiaries to pick up at all provider sites without having to make a verbal or written request to anyone; CCR, Title 9, Chapter 11, section 1850.205(c)(1)(C)

iii. Contractor shall provide beneficiaries with a beneficiary booklet, available in English and in the MHPs identified threshold languages, upon request and when first receiving a specialty mental health service.

iv. Contractor shall provide beneficiaries with a current provider list, available in English and in the MHPs identified threshold languages, upon request and when first receiving a specialty mental health service.

v. Contractor shall have written informing materials in alternative formats in English and MHPs threshold languages. Written materials shall take into consideration persons with limited vision and persons with limited reading proficiency (i.e. 6th reading level). Contractor shall ensure that beneficiaries are informed on accessing alternative formats.

vi. Contractor shall have a mechanism for ensuring the accuracy of translated materials in terms of both language and culture.

26. HIPAA BUSINESS ASSOCIATE AGREEMENT: To the extent that Contractor performs the functions of a Business Associate with respect to Behavioral Health as defined in 45 CFR 160.103, the provisions of Behavioral Health’s Business Associate Addendum, attached hereto as EXHIBIT H and incorporated herein by reference, shall apply.

27. SERVICES AFTER TERMINATION DATE: Notwithstanding the term set forth in Section 1 of this Agreement, and unless this Agreement is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended for ninety (90) days. The purpose of this automatic extension is to allow for continuation of services, and allow time in which to complete renewal Agreement for Behavioral Health and Contractor approval.

28. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

Sutter County Health and Human Services
By: [Signature]
   Nancy O'Hara, Director
   Date: 10/6/17

Youth for Change, Inc.
By: [Signature]
   George Siler, Executive Director
   Date: 9/20/17

SUTTER COUNTY BOARD OF SUPERVISORS
By: [Signature]
   Chairman
   Date: 9/6/17

ATTEST
DONNA JOHNSTON, CLERK
By: [Signature]
   Deputy

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL
By: [Signature]
   Sutter County Counsel
EXHIBIT A
SCOPE OF WORK

1. COMMUNITY BASED EARLY AND PERIODIC SCREENING, DIAGNOSIS AND TREATMENT (EPSDT) EPSDT MENTAL HEALTH SERVICES

DESCRIPTION

Community Based Mental Health Services are to be provided at schools, homes and in the community or provider site for up to seventy-five (75) full scope Medi-Cal beneficiary children and youth at any given time, who are under the age of twenty-one and meet medical necessity, in order to reduce involvement with the juvenile justice system, reduce out-of-home placements, increase school success and facilitate the transition to adulthood.

Services are to be provided at the family’s convenience and consumer’s needs which includes during traditional office hours, between 5 p.m. and 8 a.m., and/or weekends and holidays as appropriate. Community Based Services are tailored to meet each consumer and their family’s needs and may include: support in transitioning out of Short Term Residential Treatment Programs (STRTPs), hospital discharge support, and assistance to youth transitioning to adulthood. Specialty Mental Health Services (SMHS) including assessment, plan development, individual and group therapy, individual and group rehab, medication support services (if applicable), targeted case management and collateral are among the array of services expected to be provided to address the safety and therapeutic needs of children, youth and families.

In addition to the services listed above, Bidders should describe their ability and plan to provide Intensive Care Coordination (ICC) to consumers who meet medical necessity and are approved for this service. ICC is a targeted case management (TCM) service that facilitates assessment, care planning for and coordination of services, including urgent services for beneficiaries with intensive needs.

TARGET POPULATION

Children/youth must meet all criteria outlined in a. through d. below:

a. Full Scope Medi-Cal/EPSDT eligible;

b. Must meet EPSDT mental health medical necessity criteria and need mental health services;

c. Must meet Seriously Emotionally Disturbed Children and Youth (Welfare and Institutions Code 5600.3) criteria; and

d. Must be referred by Sutter-Yuba Behavioral Health.
OUTCOMES
The selected Contractor(s) will also be required to utilize the CALOCUS/LOCUS and the Child Behavior Checklist (CBCL) to determine the appropriate level of care and track client outcomes, in addition to any additional outcome measure tools used by a specific Evidence Based Program or by the agency as a whole.

2. INTENSIVE HOME-BASED SERVICES (IHBS)

DESCRIPTION
Intensive Home-Based Services (IHBS) are to be provided for up to thirty (30) children/youth who meet medical necessity and are approved for this service. Intensive Home-Based Services are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child/youth’s functioning and are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and improving the child/youth’s family/caregiver’s ability to help the child/youth successfully function in the home and community.

TARGET POPULATION
Children/youth must meet all criteria outlined in a. through e. below:
   a. Full Scope Medi-Cal/EPSDT eligible;
   b. Must meet EPSDT mental health medical necessity criteria and need mental health services;
   c. Must meet Seriously Emotionally Disturbed Children and Youth (Welfare and Institutions Code 5600.3) criteria;
   d. Must be receiving Specialty Mental Health Services, including Intensive Care Coordination (ICC) concurrently; and
   e. Must be referred by Sutter-Yuba Behavioral Health.

OUTCOMES
The selected Contractor(s) will be required to utilize the CALOCUS/LOCUS and the Child Behavior Checklist (CBCL) to determine the appropriate level of care and track client outcomes, in addition to any outcome measure tools used by a specific Evidence Based Program or by the agency as a whole.

0-5 FULL SERVICE PARTNERSHIP (FSP) SERVICES

DESCRIPTION
0-5 FSP Services will be provided to up to thirty (30) children ages zero to five (0-5), and their families at any given time, who are unserved, underserved or inappropriately served and who otherwise lack access to mental health treatment services. Services and treatment will be strength based, family centered, community based and patterned upon best practice based models of treatment incorporating principles of resiliency and recovery. All proposed services must meet the MHSA criteria of focusing on incorporating concepts of wellness, recovery and resiliency, with attention to the importance of client-driven services. In addition to individual mental health interventions for the child, services are also provided to meet the
needs of parents regarding their own mental health, substance abuse and domestic violence issues which impacts the family's/child's stabilization. A staff person known to the child/family must be available to respond to client needs 24 hours a day, 7 days a week.

TARGET POPULATION

Children zero to five-years-old (0-5) that meet EPSDT mental health medical necessity criteria and need mental health services and meet one or more of the criteria outlined in a. through e. below:

a. Child with serious emotional disturbance (SED) who is at high risk of expulsion from preschool;

b. Child is involved with or at high risk of being detained by Child Welfare Services (CWS); and/or

c. Child has a parent/caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or co-occurring disorders; and

d. Is unserved, underserved or inappropriately served; and

e. Must be referred by Sutter-Yuba Behavioral Health.

OUTCOMES

Sutter-Yuba Behavioral Health collects data and measures outcomes throughout the continuum of care. The County will work with the selected Contractor(s) to develop and implement program evaluation of the 0-5 FSP program supported by MHSA and California Department of Health Care Services (DHCS) outcomes.

The selected Contractor(s) will be required to utilize and collect data using a standard set of outcome assessment forms as developed by the California Department of Health Care Services (DHCS): Partnership Assessment Form (PAF) that collects baseline and current data when clients first enter FSP services; Quarterly Assessment Form (3M) that updates the data from the PAF and is done every three (3) months for each client as long as they are receiving FSP services; and the Key Event Tracking Form (KET) that is completed each time a key event occurs.

The selected Contractor(s) will also be required to utilize the CALOCUS/LOCUS and the Child Behavior Checklist (CBCL) to determine the appropriate level of care and track client outcomes, in addition to any additional outcome measure tools used by a specific Evidence Based Program or by the agency as a whole.

3. CHILDREN'S FULL-SERVICE PARTNERSHIP (FSP) SERVICES

DESCRIPTION

Children's FSP Services will be provided to up to fifty (50) children/youth ages six to fifteen (6-15) and their families at any given time, who are unserved, underserved or inappropriately served and who otherwise lack access to mental health treatment services. Services and treatment will be strength based, family centered, community based and patterned upon best practice based models of treatment incorporating principles of resiliency and recovery. All proposed services must meet the MHSA criteria of focusing on incorporating concepts of wellness, recovery and resiliency, with attention to the importance of client-driven services.
In addition to individual mental health interventions for the child/youth, services are also provided to meet the needs of parents regarding their own mental health, substance abuse and domestic violence issues which impacts the family's/child's stabilization. A staff person known to the child/family must be available to respond to client needs 24 hours a day, 7 days a week.

TARGET POPULATION

Children six to fifteen-years-old (6-15) that meet EPSDT mental health medical necessity criteria and need mental health services and meet one or more of the criteria outlined in a. through e. below:

a. Child/youth with serious emotional disturbance (SED) who has been removed or is at risk of removal from their home by Child Welfare Services (CWS) and/or is in transition to a less restrictive placement; and/or

b. Child/youth with SED who is experiencing the following at school: suspension or expulsion, violent behaviors, drug possession or use, and/or suicidal and/or homicidal ideation; and/or

c. Child/youth with SED who is involved with Probation, is on psychotropic medication, and is transitioning back into a less structured home/community setting; and

d. Is unserved, underserved or inappropriately served; and

e. Must be referred by Sutter-Yuba Behavioral Health.

OUTCOMES

Sutter-Yuba Behavioral Health collects data and measures outcomes throughout the continuum of care. The County will work with the selected Contractor(s) to develop and implement program evaluation of the Children’s FSP program supported by MHSA and California Department of Health Care Services (DHCS) outcomes.

The selected Contractor(s) will be required to utilize and collect data using a standard set of outcome assessment forms as developed by the California Department of Health Care Services (DHCS): Partnership Assessment Form (PAF) that collects baseline and current data when clients first enter FSP services; Quarterly Assessment Form (3M) that updates the data from the PAF and is done every three (3) months for each clients as long as they are receiving FSP services; and the Key Event Tracking Form (KET) that is completed each time a key event occurs.

The selected Contractor(s) will also be required to utilize the CALOCUS/LOCUS and the Child Behavior Checklist (CBCL) to determine the appropriate level of care and track client outcomes, in addition to any additional outcome measure tools used by a specific Evidence Based Program or by the agency as a whole.

4. THERAPEUTIC BEHAVIORAL SERVICES (TBS)

DESCRIPTION

Therapeutic Behavioral Services (TBS) will be provided to up to eight (8) children/youth and their families/caregivers at any given time. TBS is an intensive, short-term, one-to-one behavioral coaching service available to children/youth up to 21 years old, with moderate to
severe emotional and/or behavioral challenges, and their families or caregivers. TBS uses a wide variety of behavioral interventions to support ongoing Medi-Cal therapeutic services and is only offered if a child/youth is receiving other Specialty Mental Health Services from a County behavioral health provider.

TARGET POPULATION

Children/youth must meet all criteria outlined in a. through e. below:

a. Full Scope Medi-Cal/EPSDT eligible;

b. Must meet EPSDT mental health medical necessity criteria necessity (or have a qualifying mental health diagnosis);

c. Must be a member of a certified class by meeting one of the following criteria:
   i. Currently placed in a group home facility RCL (Rate Classification Level) 12 or above (STRTP beginning January 1, 2017) and/or a locked treatment facility;
   ii. Is being considered by the County for placement in a facility RCL 12 or above (STRTP beginning January 1, 2017), and/or a locked treatment facility;
   iii. Has undergone at least one emergency psychiatric hospitalization related to current presenting disability within the preceding 24 months;
   iv. Has previously received TBS while a member of a certified class; or
   v. Is at risk of requiring psychiatric hospitalization

d. Must be receiving other Specialty Mental Health Services through an MHP; and

e. Must be referred by Sutter-Yuba Behavioral Health.

OUTCOMES

Due to the intensive and short-term nature of TBS services, the successful Contractor(s) is expected to frequently and consistently monitor individual client progress toward identified benchmarks as described in the TBS plan.
EXHIBIT B

SUTTER COUNTY DEPARTMENT OF HUMAN SERVICES

CODE OF CONDUCT

Sutter County Department of Human Services 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 Sutter 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 Sutter, our department, its patients, clients or constituents.

➤ Do not use Sutter 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 business practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.

➤ Seek positive and cooperative relationships within Sutter 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 Sutter 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 Sutter 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.

____________________________
Print Name

____________________________
Signature

9/20/17
Date
EXHIBIT C

CALIFORNIA DEPARTMENT OF
Mental Health
1600 9th Street, Sacramento, CA 95814 (916) 654-2309

December 4, 2008

DMH LETTER NO.: 08-10

TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS LOCAL
MENTAL HEALTH ADMINISTRATORS COUNTY
ADMINISTRATIVE OFFICERS CHAIRPERSONS,
LOCAL MENTAL HEALTH BOARDS

SUBJECT: ELECTRONIC SIGNATURES AND ELECTRONICALLY SIGNED
RECORDS

The increased use of electronic health records and electronic methods of signing them
has prompted the State of California Department of Mental Health (DMH) to issue
standards regarding the use of electronic signatures in records reviewed by its auditors.

In addition to the addressees, this letter should be reviewed by all appropriate county
staff in areas including, but not limited to, compliance, audit, clinical, quality
improvement, fiscal, and information technology. Topics covered in this letter include:

- Definitions of an electronic signature and an electronically signed record
- Standards for an electronic signature used in an electronically signed record
- Information security considerations
- Obtaining consumer signatures
- Health Insurance Portability and Accountability Act (HIPAA) compliance
- DMH audit requirements for electronically signed records

Electronic Signature - Definition

Federal law \(^1\) defines an electronic signature as "an electronic sound, symbol, or
process, attached to or logically associated with a contract or other record and executed
or adopted by a person with the intent to sign the record."

\(^1\) 15 USC § 7006

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DMH LETTER NO.: 08-10
December 4, 2008
Page 2

Under California law\(^2\), a digital signature is defined as "an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature."

**Electronically Signed Record -Definition**

For the purposes of these standards, an electronically signed record is a financial, program, or medical record that (1) is required to be signed under California or Federal law, California or Federal regulation, or organizational policy or procedure, and (2) may be requested during an audit by a DMH auditor or a DMH audit contractor.

**Standards for Electronic Signatures in Electronically Signed Records**

DMH approves the use of electronic signatures in electronically signed records as equivalent to a manual signature affixed by hand for financial, program, and medical records audit purposes. This approval extends to all electronically signed records requiring signature under the California Code of Regulations, Title 9, Division 1. The electronic signature should meet the following requirements:

1. The electronic signature mechanism is a) unique to the signer, b) under the signer's sole control, c) capable of being verified, and d) linked to the data so that, if the data are changed, the signature is invalidated\(^3\).


3. Counties maintain an Electronic Signature Agreement (example attached) for the terms of use of an electronic signature signed by both the individual requesting electronic signature authorization and the county mental health director or his/her designee.

4. County mental health directors complete a County Mental Health Director's Electronic Signature Certification form (example attached), certifying that electronic systems used by the county's mental health operations, including contract provider systems, meet the standards.

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\(^2\) California Government Code Section 16.5 (d)

\(^3\) California Government Code Section 16.5 (a) and California Code of Regulations Section 22002

5. The signed Electronic Signature Certification and signed Electronic Signature Agreements from county employees and contract providers, or copies thereof, are available to the DMH auditor at the time of an audit.

Under these standards, Mental Health Plans (MHPs) may set additional restrictions or requirements beyond what is presented in this Information Notice, provided those restrictions or requirements meet the minimum requirements stated above and are consistent with applicable state and federal laws and regulations. MHPs are responsible for identifying laws and regulations that may apply to restrictions or requirements they set.

Information Security Considerations
The Department's standards do not require encryption of the data in the electronically signed record for compliance. However, counties are still responsible for taking appropriate security measures to safeguard the contents of all electronic records and complying with Welfare and Institutions Code section 5328, the Confidentiality of Medical Information Act, California Government Code section 6254, and all other applicable federal and state laws and regulations.

Obtaining Consumer Signatures
In many situations, the mental health consumer, or his/her representative, must acknowledge his/her willingness to participate in and accept the treatment plan. In paper-based systems, the consumer, or his/her representative, physically signs a document to that effect. As an alternative to paper, it is proposed that MHPs use any of the following approaches: 1) scanning paper consent documents, treatment plans or other medical record documents containing consumer signatures, 2) capturing signature images from a signature pad, 3) recording biometric information, such as a fingerprint using a fingerprint scanner, or 4) entering authenticating information known only to the consumer or authorized representative, such as a password or personal identification number (PIN). If a signature is unavailable, an electronically signed explanation must be provided by the county mental health director or his/her designee.

Health Insurance Portability and Accountability Act (HIPAA) Compliance
In addition to complying with the standards in this letter for electronic signatures and electronically signed records, MHPs and providers that manage consumer mental health

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3 California Civil Code section 56 et seq.
information should be in full compliance with all applicable HIPAA security standards. Upon future publication of HIPAA electronic signature regulations, MHPs will be required to be in full compliance within the timelines and other requirements established by the federal government.

DMH Audit Requirements for Electronically Signed Records

Electronic records and electronically signed records may replace paper-based records for purposes of a DMH audit. Counties and contract providers should conform to the standards for electronic signatures in electronically signed records set forth in this Information Notice. When DMH conducts audits and reviews, counties and contract providers should make available the following upon arrival of DMH staff at the audit site:

- Physical access to electronic health record systems
- Adequate computer access to the electronic health records needed for the audit review
  System or network access to electronic records such as user IDs and passwords
- Access to printers and capability to print necessary documents
- Technical assistance as requested
- Scanned documents, if needed, that are readable and complete

DMH LETTER NO.: 08-10
December 4, 2008
Page 5

If you have questions or need additional information regarding electronic records or electronically signed records requirements, please contact Denise Blair at (916) 651-3084.

Sincerely,
Original signed by

STEPHEN W. MAYBERG, Ph.D.
Director

Enclosures

cc: Denise Blair, CIO, Information Technology, DMH
    Stan Bajorin, DO, Administrative Services, DMH
    Carolyn Michaels, Acting DO, Program Compliance, DMH
    Gigi Smith, CIO, Information Technology, ADP
**EXHIBIT D**

**Youth For Change**
PO Box 1476  
5538 Skyway  
Paradise, CA 95967

**Phone:** (530) 877-8187  
**FAX:** (530) 877-3020  
**E-mail:** amartinez@youth4change.org

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**INVOICE**

**Bill To:**  
Sutter-Yuba Behavioral Health  
PO Box 1520  
1965 Live Oak Blvd., Ste. A  
Yuba City, CA 95992

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**Terms:** Balance due in 30 days
EXHIBIT E

Utilization Review Findings

CONTRACTOR NAME

Date:

Staff Present:

Client:

Month and Amount over $3,000:

Services:

Travel Distance:

Diagnoses:

RISKS AND CONDITIONS

Acuity (current short-term stressors/symptoms):

Chronicity (long-term stressors/conditions):

Engagement (parent/client motivation, efforts to engage):

Conclusions

Prognosis (service intensity needs/benefits):

Service Plan:
# EXHIBIT F

## Acuity Rating

<table>
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<tr>
<th>Client Name:</th>
<th>Chart #:</th>
<th>Clinician:</th>
<th>Date:</th>
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## Thinking
- **Incoherent Communication** (echolalia, mumbling, slurring etc.)
- **Psychotic Features** (bizarre behavior, delusions, paranoia, hallucinations)
- **Developmental Disability** (diagnosable)
- **Cognitive Impairment** (IQ below 65, brain injury)

### Moods and Emotions
- **Incapacitating Anxiety** (resulting in school absence, marked social withdrawal)
- **Incapacitating Depression** (resulting in school absence or school work refusal, marked social isolation)
- **Suicidal Intent** (really wants to die, with or without plan or ability to contract)
- **Irrational Emotionality** (often perceived by others as odd, unreasonable, out of control, or hysterical)
- **Self-Harm** (e.g., cutting in last 3 months, head banging)
- **Rage Episodes** (irrational, without person-focused aggression)

### Physical Health
- **Physical Disability**
- **Pregnancy**
- **Medical Condition** (e.g., Diabetes, Asthma, Seizure Disorder, Heart Condition)
- **High-risk Substance Use** (e.g., crystal methamphetamine, inhalants, hard alcohol)
- **Substance Dependence** (frequent substance use, daily preoccupation with acquisition or use)

## Community Behavior
- **Serious Legal Violation** (significant evidence or conviction, typically a felony)
- **Property Damage** (deliberate, severe, outside the home)
- **Deliberate Fire setting**
- **Probation** (informal or formal probation)
- **Gang Involvement**
- **Sexual Assault or Abuse** (attempted or actual, with force or threats or towards younger children, intimidation, persuasion, exposing self)
- **Aggression to Others** (hitting, biting, throwing things, using or threatening to use a weapon, homicidal intent)
- **Animal Cruelty** (deliberate, severe)
- **Explosive Behavior / Rages**

### School Behavior
- **Expulsions** (also includes Manifest Determinations; student unable to meet minimum behavior requirements, indefinite suspension)
- **Physical Aggression** (actually harmed someone at school, significant threats of harm)
- **Truancy** (chronic school refusal or absence)
- **Disruptive Behavior** (severe, resulting in high frustration of school personnel)
- **Academic Failure** (failing all or most classes)

## Home Behavior
- **Significant support necessary in order to remain in home**
- **Behavior requires constant monitoring** (or child will present a danger or run away)
- **Behavior significantly interferes with parent’s work or housing**
- **Physical Aggression** (deliberate, serious threat of harm, repeated acts of intimidation)
- **Running** (overnight, more than once or for extended period, and whereabouts unknown)
- **Property Damage** (deliberate, severe damage to home property)
- **Family Disputes** (severe, resulting in police involvement or chronic neighbor or landlord complaints)

## Caregiver Influence
- **Severe Neglect** (resulting in clear risk to health or welfare)
- **Severe Hostility** (to child, family members, or staff from the caregiver or other adult in the home)
- **Youth Removed from Home** (due to abuse or neglect of caregiver)
- **Family Criminal Activity** (active, felonious, creating child and/or staff safety risk)
- **Parental Substance Abuse** (active, excluding surreptitious marijuana or alcohol use)
- **Physical Abuse** (active, parental or not)
- **Sexual Abuse** (active, parental or not)
- **Stress Inflation** (extreme, either intentional or through neglect of caregiver, e.g., yelling, hysteria, abusive language, drug culture exposure)
- **Family Suicide History**
- **Gross Judgment Impairment** (of caregiver or other influential adult in the home)
- **Domestic Violence** (active, significant evidence or symptoms or documented, verbal or physical)

☐ Risk of Placement Disruption (home/school) ☐ Psychiatric Emergency Visits ☐ Psychiatric Hospitalizations
EXHIBIT G

SUTTER-YUBA COUNTIES BEHAVIORAL HEALTH
PROBLEM RESOLUTION PROCESS

Sutter-Yuba Counties Mental Health Plan, hereinafter referred to as “MHP”, encourages the resolution of problems at the least formal level possible. The consumer will not be subject to any penalty or discrimination for filing a grievance, appeal or for requesting a State Fair Hearing. A consumer may authorize a person of his/her choice to act in his/her behalf at anytime. A consumer or the consumer’s representative may take the following steps to resolve a problem.

Grievance
A grievance is an expression of dissatisfaction about any matter other than an Action.
- The consumer may submit a grievance orally or in writing to the MHP.
- The consumer will receive a written resolution within 60 days.

Standard Appeal
An Appeal is a request to review an Action. An Action occurs when the MHP denies, reduces, suspends or terminates previously authorized services; denies payment for a service; fails to provide services in a timely manner; or fails to act within the timeframes for the disposition of grievance, standard appeal or expedited appeals.
- The consumer may submit an appeal orally or in writing. Oral appeals must be followed up with a written, signed appeal.
- An appeal must be filed within 90 days of the date of the Action.
- The consumer will receive a written resolution within 45 days.

Expedited Appeal
The Expedited Appeal is filed when the consumer’s life, health, or ability to have or maintain maximum function is at risk.
- The consumer will receive a written resolution within 3 days.
- Mental Health staff will determine whether or not your appeal will be considered Standard or Expedited.
- If the expedited appeal is denied, a written notice will be sent to the consumer and the standard appeal process will begin.

State Fair Hearing
If you are a Medi-Cal beneficiary, you have the right to file for a State Fair Hearing at any time before, during or after the Appeal process. The concerns within the jurisdiction of the Administrative Law Judge are those related to an Action. Benefits may continue while the State Fair Hearing is pending.

Notice
Grievance forms, Standard Appeal forms, or Expedited Appeal forms are available at all provider sites or can be obtained by contacting MHP Quality Improvement staff.
The consumer will be notified in writing that the Mental Health Program Chief received his/her grievance or appeal.
The member may submit additional information to support a claim either in writing or in person. The consumer may receive assistance in filing a grievance, appeal or State Fair Hearing from:

| Mental Health Program Chief                | (530) 822-7513  |
| Quality Improvement Program Planner       | (530) 822-7200  |
| Patient Rights Advocate                   | (530) 632-3202  |
| Toll Free                                 | 1-888-923-3800  |
| TTY-CRS                                   | 1-800-735-2929  |
PLAN DE SALUD MENTAL DE LOS CONDADOS DE SUTTER-YUBA
PROCESO PARA RESOLVER PROBLEMAS.

El Plan de Salud Mental de los condados de Sutter-Yuba, de aquí en adelante referido como “PSM”, sugiere que la resolución de problemas sea a un nivel lo menos formal posible. El consumidor no será sujeto a ningún castigo o discriminación por llenar una queja, apelar, o por pedir una audiencia justa del estado. El consumidor puede autorizar a una persona de su preferencia para representarlo/la en cualquier momento. El consumidor o representante del consumidor puede tomar los siguientes pasos para resolver un problema.

Quejas:
Una queja es una expresión de disgusto acerca de cualquier situación, con excepción de una “Acción”.
- El consumidor puede poner una queja oralmente o por escrito al “PSM”.
- El consumidor recibirá una resolución por escrito en 60 días.

Apelación Corriente
Una Apelación es una solicitud para revisar una Acción. Una Acción ocurre cuando el “PSM” niega, reduce, suspende, o para servicios previamente autorizados, niega pago para servicios, no provee servicios en el tiempo adecuado o no actúa según el tiempo indicado para la disposición de una queja, apelación corriente, o apelación rápida.
- El consumidor puede entregar una apelación oralmente o por escrito. Una Apelación oral tienen que ser seguida con una apelación escrita y firmada.
- Una apelación tiene que ser llenada dentro de 90 días de la fecha de la Acción.
- El consumidor recibirá una resolución por escrito dentro de 45 días.

Apelación Rápida
La apelación rápida se hace cuando la vida, salud o habilidad para tener o mantener su función máxima de un consumidor esta bajo riesgo.
- El consumidor recibirá una resolución dentro de 3 días.
- Trabajadores de Salud Mental determinarán si su apelación será considerada como corriente o rápida.
- Si la apelación rápida es negada, una notificación por escrito será mandada al consumidor y el proceso para una apelación corriente empezará.

Audiencia Justa del Estado
Si usted recibe Medi-Cal, usted tiene el derecho de pedir una Audiencia Justa del Estado en cualquier momento antes, durante, o después del proceso de la apelación. Lo que concierne bajo la Jurisdicción del Juez de la Ley Administrativa es lo relacionado a una Acción. Los beneficios continuarán mientras la Audiencia Justa del Estado está pendiente.

Advertencia
Formas para Quejas, Apelaciones Corrientes, o Apeaciones Rápidas están disponibles en todos los sitios donde se ubican los proveedores de los servicios o los puede obtener comunicándose con el Personal de Mejoramiento de Calidad.

El consumidor será notificado por escrito que el Administrador de Salud Mental recibirá su queja o apelación. El miembro puede entregar información adicional para apoyar su caso por escrito o en persona.

El consumidor puede recibir asistencia para llenar una Queja, Apelación, o Audiencia Justa del Estado de:

| Administrador de Salud Mental | (530) 822-7513 |
| Administrador de Mejoramiento de Calidad | (530) 822-7200 |
| Representante de los Derechos del Paciente | (530) 632-3202 |
| Gratis | 1-888-923-3800 |
| TTY-CRS | 1-800-735-2929 |
EXHIBIT H

BUSINESS ASSOCIATE
ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Sutter-Yuba Behavioral Health, referred to in this Addendum as Covered Entity ("CE"), and <Insert Contractor Name>, hereafter referred to as Business Associate ("BA"), dated October 1, 2017. This Addendum is effective as of October 1, 2017 (the "Addendum Effective Date").

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

a. Breach shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45.C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity shall have the meaning given to such term under the Privacy
Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

h. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information** or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE’s behalf.

m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA’s obligations under the Contract and as permitted or required under
the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].

b. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.j below. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information 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 [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45
C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]

e. **Business Associate’s Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

f. **Accounting of Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.

g. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected
Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

h. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA 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".

i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to Protected Information.

j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws.

[42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

k. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible.
BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

1. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. **Termination**

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

   b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Disclaimer**

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

5. **Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Litigation or Administrative Proceedings**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA
shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE