

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and **Inspiring Pathways, Inc.**, a **California Public Benefit Corporation** (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires services for the provision of Short-Term Residential Therapeutic Program (“STRTP”) for pregnant or parenting minor beneficiaries placed in out of home care (**Health & Safety Code §1502**); and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor the maximum of **\$317,655 for Fiscal Year 2024-25 and \$317,655 for Fiscal Year 2025-26** in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

4. TERM

This Agreement commences on the **July 1, 2024** and terminates on **June 30, 2026**, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for two (2) additional years on the same terms and conditions.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred by the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County guaranteeing said coverage to the County prior to work commencing. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non- owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code.

Contractor shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

E. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the Insurance Policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 *et seq.*

Contractor shall comply with all state and federal confidentiality laws including, but not limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

Contractor shall execute and comply with the Assurances and Certifications, attached as **Exhibit D**.

Contractor shall ensure equal access to quality care and services that are responsive to diverse populations and shall adopt and implement the national Office of Minority Health ("OMH") Culturally and Linguistically Appropriate Standard ("CLAS") attached as **Exhibit E**. Contractor shall demonstrate its compliance with CLAS through policies, training, and cultural competency plans.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of a third-party's request to disclose Confidential Information, Contractor shall promptly

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submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of America, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County

Kings County Behavioral
Health County of Kings
1400 West Lacey Blvd., Building 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor

Inspiring Pathways, Inc.
28459 Rd 56
Visalia CA, 93277
sblanchard@inspiringpathways.org

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on the date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in Kings County, in the State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

INSPIRING PATHWAYS, INC.

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: Shannon Blanchard
3B6F97BEA300FD84CA3C0C4611AD201B readysign 05/13/2024
Shannon Blanchard
CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: Sarah Poots
813BB3CAD3655817F55583489257E37C readysign 05/13/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM

By: Zachary Adams
1F53C3B3637BD6989DD5F11B66AE8E36 readysign 05/13/2024
Zachary S. Adams, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B:

Compensation/Fees **Exhibit C:**
("HIPAA")

Exhibit D: Assurance and Certifications -DHCS/KCBH Health and Safety

Exhibit E: Cultural and Linguistically Appropriate Service Standards (CLAS)

Exhibit A

**Kings County Behavioral Health
Inspiring Pathways, Inc.**
Short-Term Residential Therapeutic Program (STRTP)

SCOPE OF WORK
July 1, 2024 – June 30,
2026

Inspiring Pathways, Inc. (Contractor) is a non-profit organization currently operating under the California Department of Social Services, Community Care Licensing Division standards as a Short-Term Residential Therapeutic Program (STRTP). Contractor is designed to meet developmental physical, emotional, social, educational, intellectual, and spiritual needs of at-risk beneficiaries. Contractor shall provide an array of Specialty Mental Health Services (SMHS) to at risk beneficiary and their families to address issues that negatively impact their relationships. Contractors' mission is to create and maintain a safe, nurturing home that meets the specialized needs of at-risk beneficiaries and their families.

Contractor operates a residential treatment program for females who have been placed in out-of-home care. This program is specifically designed to serve six (6) female beneficiaries ages 12 to 17 . Contractor also participates in the placement of non- minor dependents.

Contractor shall provide short term, specialized, and intensive therapeutic services, including therapy and rehabilitation services, to youth placed in their care, 24 hours a day, 7 days a week.

Description of the STRTP Services

Beneficiaries served by contractor require placement in the STRTP where services are aimed to improve stabilization and mental health. The contractor along with the Interagency Placement Committee (IPC) views the beneficiary's presenting problem as the need for placement in the therapeutic program. The contractor will assist each beneficiary in developing a treatment plan which addresses the mental health impairment(s) by relying on interventions and supports necessary to improve symptoms.

Through the collaboration of social workers, heads of service, clinical staff, administrators, and placement agency, contractor will require that each beneficiary have a plan for services that is trauma informed and culturally relevant and based on each beneficiary's mental health treatment plan. As medically necessary, contractor will provide a mental health treatment program to its beneficiary where the following services will be administered directly by the contractor:

- Crisis Intervention
- Mental Health Services
- Targeted Case Management

While contractor does not provide the service directly, the contractor will ensure each beneficiary served has access to the following services if necessitated by the treatment plan:

- Psychiatric Services
- Medication Support Services
- Therapeutic Behavioral Health Services (TBS)

- In-Home Based Services (IHBS)

Program Intent

Contractor will focus on giving the beneficiary a stable environment to resolve their problems and address their needs. The highly structured environment provides the beneficiaries with a day-to-day routine. The beneficiary will participate in structured, full-time school, individual activities, and group activities. The minimum length of stay for the STRTP is three (3) months with a target transition timeline of six (6) months. All beneficiaries will receive a formal review of progress made toward attaining treatment plan goals and mental health status assessment every ninety (90) days to determine need for continued stay in the program.

The beneficiaries served by contractor have moderate to severe mental health and behavioral disorders as qualified by screening, triages and assessments. The screening/assessments are conducted at the time of enrollment in the STRTP. Contractor aims to provide interventions and approaches that aid in addressing these common characteristics and behaviors in order for stabilization to occur as well as improvement in mental health status.

A. Inspiring Pathways STRTP Criteria

1. In order to participate in the contractor's STRTP, the beneficiary must meet the criteria for admission established in California Welfare and Institutions Code Section 11462.01(b) whereas the Head of Service and/or Interagency Placement Committee (IPC) shall certify that:
 - a. The beneficiary does not require inpatient care in a licensed health facility.
 - b. The beneficiary has been assessed as requiring the level of services provided in a STRTP in order to maintain the safety and well-being of the beneficiary or others due to behaviors, including those resulting from traumas, that render the beneficiary or those around the beneficiary unsafe or at risk of harm, or that prevent the effective delivery of needed services and supports provided in the beneficiary's own home or in other family settings, such as with a relative, guardian, foster family, resource family, or adoptive family.
 - c. The beneficiary meets at least one of the following conditions:
 - i. The beneficiary has been assessed as meeting the medical necessity criteria for Medi-Cal specialty mental health services, as provided for in Section 1830.205 or 1830.210 of Title 9 of the California Code of Regulations.
 - ii. The beneficiary has been assessed as seriously emotionally disturbed, as defined in subdivision (a) of Section 5600.3 of the Welfare and Institutions Code.
 - iii. The beneficiary requires emergency placement.
 - iv. The beneficiary has been assessed as requiring the level of services provided by the STRTP in order to meet their behavioral or therapeutic needs.

B. Services

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries who meet criteria for placement in an STRTP. Services will include the following:
 - a. Mental Health Services
 - i. **Assessment** – Contractor shall complete a comprehensive mental health assessment in order to determine medical necessity:
 1. Diagnosis
 - a. There is a primary DSM-5/ICD-10 “Included” diagnosis.
 2. Impairment Criteria – Must have one of the following as a result of the qualifying mental disorder:
 - a. Significant impairment in an important area of life functioning.
 - b. A probability of significant deterioration in an important area of life functioning.
 - c. A probability that the beneficiary will not progress developmentally as individually appropriate.
 - d. For full-scope Medi-Cal beneficiaries under the age of 21 years, a condition as a result of the mental disorder that specialty mental health services can correct or ameliorate.
 3. Intervention Criteria – Must have all of the following:
 - a. The focus of proposed interventions is to address the functional impairment(s) identified as a result of the qualifying mental health diagnoses.
 - b. It is expected that the proposed interventions will do at least one of the following: significantly diminishing the impairment; prevent significant deterioration; and/or for beneficiaries, will allow the beneficiary to progress developmentally as individually appropriate; and/or for full-scope Medi-Cal beneficiaries under the age of 21 years, will correct or ameliorate the condition.
 - c. The condition would not be responsive to physical health care-based treatment.
 - ii. **Plan Development** – A service activity which consists of the development of beneficiary plans, approval of beneficiary plans, and/or monitoring of a beneficiary’s progress.” (CCR, Title 9, 1810.232). The Plan of Care (POC) guides the delivery of services and is linked to areas identified in the Assessment. The initial POC must be updated at least annually and/or when there are significant changes in a beneficiary’s condition, whichever occurs sooner. At a minimum, the POC (even if for just one service) must include:
 1. Specific observable and/or quantifiable goals/treatment objectives related to the beneficiary’s mental health needs and functional impairments as a result of the mental health diagnosis;
 2. Detailed description of the intervention to be provided;
 3. Proposed frequency and duration of intervention(s);

4. Interventions that focus and address the identified functional impairments as a result of the mental disorder and are consistent with the beneficiary plan goal; and must be consistent with the qualifying diagnoses.
- iii. **Proposed type(s) of intervention/modalities** may include the following:
1. **Collateral** – A service activity to a significant support person in a beneficiary’s life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary’s client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s). The beneficiary may or may not be present. (CCR, Title 9, 1810.206).
 2. **Individual Therapy, Family Therapy and Group Therapy** – Shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each beneficiary’s Assessment and POC. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present. (CCR, Title 9, 1810.250).
 3. **Individual Rehabilitation or Group Rehabilitation** – A service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary’s or group of beneficiaries’ functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education. (CCR, Title 9, 1810.243)
 4. **Targeted Case Management:**
 - a. **Case Management** – Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; placement services; and plan development. (CCR, Title 9, 1810.249).
 - b. **Intensive Care Coordination(ICC)** – Key service components that must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the beneficiary are appropriately and

effectively met. The following are ICC components/activities. One or more of the following must be described in the description of the interventions in the progress note documentation:

- i. Assessing: Beneficiary and family needs/strengths; the adequacy and availability of resources; reviewing information from family and other sources; evaluating effectiveness of previous interventions and activities.
 - ii. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; ensuring the active participation of beneficiary and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the beneficiary's and family's assessed needs.
 - iii. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; changing and redirecting actions targeted at the beneficiary's and family's assessed needs.
 - iv. Transition: Developing a transition plan for the beneficiary and family to foster long term stability including the effective use of natural supports and community resources.
2. **Crisis Intervention** – A service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. (CCR, Title 9, 1810.209)

C. Transition and Discharge Criteria

1. The anticipated length of stay in the STRTP is determined by the goals and timelines set forth in the POC. Timelines are established in accordance with the mental health service schedule and usually target a six-month format. Progress toward achieving POC goals is assessed every thirty (30) days where a formal clinical review of the beneficiary's mental health status shall occur at least every ninety (90) days, in conjunction with a Child Family Team (CFT) meeting. During these reviews, the clinician will rely on review of progress updates to inform the treatment timelines and length of stay in the STRTP.
2. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary

- from the day of admission to the STRTP, coordinating this with the members of the CFT.
3. Discharge planning shall be a focus throughout treatment.
 4. Transition determination plan is developed during the treatment planning session with the LMHP and is part of the initial treatment plan.
 5. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.
 6. Contractor shall assist each beneficiary to identify appropriate home-based care options once they become stabilized in the STRTP and where placement in a less restrictive environment is appropriate for both beneficiary and child.
 - i. This plan may include transition to a caregiver such as a parent or family member; transition to adulthood, including Transitional Housing Program-Plus (THP- Plus) programs; or transition to a foster family agency.
 7. Contractor shall coordinate with placing agency about placement/permanency options.
 8. When a beneficiary is assessed and is deemed eligible for a lower level of care, such as home-based care, contractor will request a CFT Meeting.

D. Performance Goals

1. Contractor shall report annually, or upon request by August 15th, following the conclusion of the fiscal year, to County achievement based upon the following goals:
 - a. Access to care: The ability of beneficiaries to receive the right service at the right time.
 - i. 80% of beneficiaries placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business calendar days of placement in the STRTP.
 - ii. 80% of beneficiaries whose assessment necessitates the need for specialty mental health services will complete a treatment plan within ten (10) calendar days of placement in the STRTP.
 - b. Child & Outcomes – improved beneficiary outcomes as demonstrated by participation and engagement in treatment services and interventions.
 - i. 50% of the beneficiaries receiving treatment at the STRTP will show progress in the 3 areas on the Child and Adolescent Needs and Strengths (CANS) that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period.
 - ii. 85% of beneficiaries will participate in CFT meetings at least every ninety (90) days.
 - c. Effectiveness of discharge planning – that Contractor shall provide services and a stable environment in which the beneficiary can successfully transition into a lower level of placement with at least partially met treatment goals:
 - i. 75% of beneficiaries will complete the STRTP within six (6) months specified in the treatment plan.
 - ii. For those beneficiaries who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in

- psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.
- iii. 75% of beneficiaries who have successfully completed treatment have a scheduled appointment for outpatient services within thirty (30) business days of discharge.
- d. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
- i. Inspiring Pathways, Inc. shall implement quarterly a compliance protocol for its mental health staff and will utilize reporting methods to monitor compliance.
 - ii. Contractor shall review at minimum 5% of their total active charts on a monthly basis using the County Mental Health Plan (MHP) Utilization Review Tool according to the County MHP's Utilization Review Policy and Procedure and send results to the County's MHP's Quality Assurance Clinician.
 - iii. Contractor shall conduct a quarterly formal evaluation of beneficiary and operational performance no later than sixty (60) days after each quarter with a year-end evaluation reconciling all four quarters into a Fiscal Year-End evaluation no later than ninety (90) days post fiscal year.
 - iv. A Quality Improvement Plan (QIP) is completed addressing the results of the evaluation.
 - v. Corrective action plans are completed timely and issued to regulatory agencies within specified time periods.
- e. Cost per client
- i. Contractor will monitor cost per beneficiary as measured by dividing County's monthly invoice total by the Units of Service (UOS) for that month.
- f. Client Satisfaction and knowledge of community resources:
- i. 80% of beneficiaries will be linked/referred to other services in the community as required.
 - ii. 75% of beneficiaries will express satisfaction that the therapeutic program met their needs.

E. Staffing

1. Contractor's staff will provide services to beneficiaries who meet medical necessity. Services shall be in alignment with the beneficiary's POC, which will ameliorate symptoms. Contractors staff shall include:
 - a. Program Director/Head of Service (HOS) – is a Licensed Practitioner of the Healing Arts (LPHA). This individual shall direct, and coordinate beneficiary's social and mental health care activities of the STRTP and advise support staff, department heads and administrators in matters related to social/mental health service. The HOS shall also ensure that each beneficiary admitted to the program has a mental health assessment and services identified on each plan of care are provided and appropriate. Additionally, HOS must monitor the quality of the mental health services and make any

arrangements for the beneficiary to access to SMHS not provided by the contractor. The HOS shall ensure that documentation and recordkeeping requirements are met. This individual shall supervise Associate Marriage and Family Therapists (AMFTs), Associate Clinical Social Workers (ASWs) and Associate Professional Clinical Counselors (APCCs) or waived staff.

- b. Clinicians are Associates (I) or Licensed (II) Practitioners of the Healing Arts (LPHA) - provide assessment, direct beneficiary services, assessment, individual, family and group services. Participates in collaborative community meetings as requested and provide psychotherapy at the STRTP.
- c. Mental Health Rehabilitation Specialist (MHRS): Must meet California Code of Regulations Title IX, §630 requirements of bachelor's degree from an accredited college or university and four (4) years of experience in a mental health setting. Duties and Responsibilities: Under the supervision of the STRTP Head of Service, provide as part of a service delivery team, rehabilitation services, on-going services and groups to beneficiaries and their families. Maintain clear, accurate and concise beneficiary records in a timely manner. Provide professional linkage/consultation with peers, professionals or other disciplines and outside entities.

F. Program Setting/Hours of Operation

1. Contractor Facility Location: 1798 W. Bryman Street, Hanford CA 93230.
2. Contractor shall schedule its program staff to cover on-duty shifts at a minimum of Monday through Friday, from 9:00 AM to 5:00 PM.
3. The Head of Service shall be on call after hours as necessary to respond to emergency incidents or time-sensitive inquiries from staff/agencies related to a beneficiary or beneficiaries.
4. Office hours are Monday through Friday from 9:00 AM to 5:00 PM .

G. Contractor Requirements & Deliverables

1. Contractor shall be responsible for adhering to the following:
 - a. Provide Specialty Mental Health Services as described in Title 9 of the California Code of Regulations (CCR) for beneficiaries, ages 12 -17, and up to age 21, who reside in the STRTP.
 - b. Contractor shall provide services in accordance with the Medi-Cal Manual, Third Edition (January 2018), which is a set of practices and principles for Medi-Cal beneficiaries zero to twenty-one.
 - c. Serve a maximum of six (6) beneficiaries at the facility at any given time. The amount of face-to-face contact time with beneficiaries will vary based on medical necessity and treatment needs. Typical service hours per case:
 - i. Individual Mental Health Therapy: 1 hour/week
 - ii. Group Therapy: 1 hour/week
 - iii. Case Management: 1 hour/week
 - iv. Individual and Group Rehabilitation Services: 1-2 hours/week
 - v. Collateral Services: 1 hour/week

- vi. Total Average Hours/Week: 4 - 6 hours/week
- d. County shall provide and Contractor shall ensure the following informing material is available to consumers upon intake assessment:
 - i. Early Periodic Screening Diagnosis and Treatment (EPSDT) brochures
 - ii. Therapeutic Behavioral Services (TBS) brochures
 - iii. Grievance Procedures
 - iv. Grievance Forms
 - v. Grievance Return Envelopes
 - vi. Interpreting Services Notification
 - vii. Patient's Rights Information
 - viii. Privacy Notice
- e. All direct service documentation shall be completed in County's Electronic Health Records (EHR) in accordance with County's documentation guidelines.
- f. Contractor's documentation deadlines shall align with the County's documentation policy.
- g. Documentation for all direct services and administrative time that is invoiced to County as a part of this agreement shall be documented in County's EHR. Time documented in the EHR should match the actual time each staff works any given workday.
- h. Administer the CANS assessment tool and the Pediatric Symptom Checklist (PSC-35) with the initial assessment or prior to the plan of care. Review and update with the beneficiary and family at a minimum of every six (6) months from the admit date (or more frequently if clinically indicated to measure progress or revised treatment plan) and at discharge.
- i. Contractor shall provide data on what placement and services beneficiaries are discharging into.
- j. Contractor shall provide services utilizing an Evidence-Based Practice, and that Contractor shall provide outcomes to County from that practice and the associated tool.
- k. Contractor shall collaborate with County to develop a referral process when referring to MHP for psychiatric services.
- l. Contractor shall collaborate with the MHP's psychiatric services on an ongoing basis as needed.
- m. Provide quarterly data reports of youths receiving psychiatric services.
- n. Contractor's staff shall be available twenty-four (24) hours a day, seven (7) days a week to provide SMHS on-site for Medi-Cal beneficiaries who are placed at the STRTP.
- o. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.
- p. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.
- q. Contractor shall maintain a log of referrals to include date of referral, time of first contact, preauthorization and enrollment date, disposition and any NOABDs issue. The logs shall be available upon request by the County.
- r. Make every effort to staff the STRTP program with culturally diverse staff.

- s. Contractor shall provide trainings to their staff. Trainings shall include twenty-four (24) hours of training annually for all mental health program staff.
- t. Trainings shall include four (4) hours of training that **must** be in **Confidentiality/Health Information Portability and Accountability Act** (HIPAA) and four (4) hours of training that **must** be related to **Culturally and Linguistically Appropriate Services** (CLAS) standards.
- u. Contractor shall attend meetings and training sessions as scheduled by the Director of Behavioral Health or her/his designee as requested by County.
- v. Contractor shall participate in Quality Assurance/Improvement documentation reviews facilitated by County.
- w. Contractor shall participate in the annual External Quality Review Organization reviews (EQRO) and MHP triennials as requested by County.
- x. Ensure continuum of care with uninterrupted service. The frequency of contacts shall be clinically based. Contractor shall provide coverage for staff training, vacant positions, vacation, sick leave and other disruptions to service.
- y. Contractor shall notify County in advance of any services scheduled to be provided by a sub-contractor. County and Contractor shall mutually agree upon a sub-contractor before any services are provided to beneficiaries.

Exhibit B

**COUNTY OF KINGS
AND
INSPIRING PATHWAYS, INC.**

BUDGET

FEE FOR SERVICE

FY 24/25

\$ 317,655

FY 25/26

\$317,655

1. Rates

Rates are paid for direct client time and will not include travel and documentation time.

Rates per Provider	Per Hour
LPHA (MFT LCSW LPCC)/ Waivered LPHA (MFT LCSW LPCC)	\$249.81
Mental Health Rehab Specialist	\$187.95

2. CLAIMING

- A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.
- B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

3. INVOICING

- A. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- B. Invoices shall be provided to County within fifteen (15) days after the close of the month in which services were rendered. Payment timeframe is established in Compensation Section 3.
 - a. Contractor must submit General Ledger along with invoice and cover sheet.

C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B.

D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 5 of Exhibit B.

4. ADDITIONAL FINANCIAL REQUIREMENTS

A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).

5. REASONS FOR RECOUPMENT

A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high-quality service provision, and compliance with applicable federal, state, and county regulations.

B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

I. Identification of Fraud, Waste or Abuse as defined in federal regulation.

a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf

II. Overpayment of Contractor by County due to errors in claiming or documentation.

III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

Exhibit C

County of Kings HIPAA Business Associate Agreement

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the Health Insurance Portability Act regulations").

B. The County of Kings ("County") wishes to, or may, disclose to **Inspiring Pathways, Inc.**, ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and 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. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, **Inspiring Pathways, Inc.**, as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Exhibit C

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PID by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Type of Services to be Provided by the Business Associate.** BAA will provide an array of Specialty Mental Health Services (SMHS) to at risk youth/beneficiaries and their families to address issues that negatively affect their relationship. The Contractor provides and operates a Short-Term Residential Treatment Facility. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

Exhibit C

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the **Business Associate Data Security Standards** set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The

Exhibit C

County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: - HIPAA Compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2377

D. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. **Obligations of County.**

County agrees to:

A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the

Exhibit C

Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this **Exhibit C**.

VI. Termination.

A. **Termination for Cause.** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

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

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the

Exhibit C

Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

Exhibit C

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. Confidentiality Statement. All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. Background Check. Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. Workstation/Laptop Encryption. All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. Server Security. Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. Minimum Necessary. Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. Removable Media Devices. All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. Antivirus Software. All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. Patch Management. All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. User IDs and Password Controls. All users must be issued a unique username for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords

are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. Data Sanitization. All County PHI must be sanitized using NIST Special Publication 800- 88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

A. System Timeout. The system must provide an automatic timeout, requiring re- authentication of the user session after no more than 20 minutes of inactivity.

B. Warning Banners. All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. Access Controls. The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

E. Transmission Encryption. All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. System Security Review. All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. Disaster Recovery. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. Data Backup Plan. Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. Supervision of Data. County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. Escorting Visitors. Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. Confidential Destruction. County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. Removal of Data. County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. Faxing. Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. Mailing. County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit D

ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing-impaired individual.
4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.* oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

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Exhibit D

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, et seq. of the California Government Code, or Title 9, Section 10800, et seq. of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.
2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
 - (a) number of complaints filed;
 - (b) the nature of the complaint;
 - (c) the validity of the complaint; and
 - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

Exhibit D

Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.



15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

Bibliography

1. U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
2. World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/
3. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
4. LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
5. Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
6. Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
7. U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
8. National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?vl=1&vlid=33&ID=286>

