



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM June 25, 2024

SUBMITTED BY: Behavioral Health – Lisa Lewis/Christi Lupkes

SUBJECT: AGREEMENT WITH ARIEH WHISENHUNT FOR PSYCHIATRY, TELEPSYCHIATRY, AND MEDICAL DIRECTOR SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Arieh Whisenhunt, Doctor of Medicine (Dr. Whisenhunt) for the provision of psychiatry, telepsychiatry and to serve as the KCBH contracted Medical Director.

Recommendation:

Approve the agreement with Arieh Whisenhunt, M.D. for the provision of psychiatry and telepsychiatry services and to continue serving as the Kings County Behavioral Health Medical Director effective July 1, 2024 through June 30, 2027.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$468,000 per fiscal year (FY) for FY 2024-25, FY 2025-26, and FY 2026-27, for a total agreement amount of \$1,404,000. Services for this agreement are paid with Mental Health Services Act (MHSA) funds. Sufficient appropriations for expenses and revenue for expenses were included in the department’s FY 2024-25 Recommended Budget in Budget Unit 422200 – MHSA.

BACKGROUND:

Dr. Whisenhunt began providing psychiatry/telepsychiatry and Medical Director services for Kings County on June 6, 2019, through Agreement No. 21-091, which was approved by the Board. Dr. Whisenhunt has provided community-based psychiatric services for over 30 years to include the last four years serving the diverse needs of the residents of Kings County. Dr. Whisenhunt's extensive experience in delivering community-based

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH ARIEH WHISENHUNT FOR PSYCHIATRY, TELEPSYCHIATRY, AND MEDICAL DIRECTOR SERVICES

June 25, 2024

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psychiatric care from a Wellness and Recovery model is an important component to the KCBH system of care, helping to achieve KCBH's mission "to promote, support, and invest in the Wellness and Recovery of individuals living in the communities of Kings County by creating opportunities to contribute, learn, work, and find hope in each day."

Through this agreement, Dr. Whisenhunt will continue to provide psychiatric services to clients participating in the County's behavioral health programs to include but are not limited to psychiatric evaluations and medication support services and will continue serving as KCBH's Medical Director as required by, and in accordance with, California Welfare and Institutions Code § 5751 and California Code of Regulations Title 9 § 522 and 680.

A sole source justification has been reviewed and approved by the Purchasing Manager. Dr. Whisenhunt has extensive community-based psychiatric experience, and there is a shortage of qualified providers in Kings County, a federally designated provider shortage area. Transitioning to a new psychiatric provider would negatively impact clients already engaged in a therapeutic relationship with Dr. Whisenhunt. KCBH will conduct research in other counties to identify best practices for securing medical directors and psychiatrists.

The agreement has been reviewed and approved by County Counsel as to form.

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 Arie R. Whisenhunt, M.D., (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County requires psychiatric treatment services for beneficiaries of Kings County Behavioral Health; and

WHEREAS, the County requires the delivery of culturally and linguistically competent services by a licensed psychiatrist; 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 in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation,

or other remuneration.

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.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on **July 1, 2024**, and terminates on **June 30, 2027**, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for one (1) additional year 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 and 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 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: unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

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 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 third-party's request to disclose Confidential Information, Contractor shall promptly 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 American, 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
1400 West Lacey Blvd., Building 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor
Arieh R. Whisenhunt, M.D.
2207 E Kaweah Ct.
Visalia, CA 93292
Arieh.Whisenhunt@co.kings.ca.u
s

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on 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 the Kings County, 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.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit F**.

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

CONTRACTOR NAME

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

By: Arieh Whisenhunt 05/29/2024
C38CD96E1FA8BDC652ADB35D937A74A0 readySign
Arieh R Whisenhunt, M.D.

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: Kyria Martinez 5/30/2024
Kyria Martinez, County Administrative
Officer on behalf of Sarah Poots, Risk
Manager

APPROVED AS TO FORM

By: Willie Barrera 05/29/2024
BABD9E472141B040F9AE9902095423E4 readySign
Willie Barrera, 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 F:** Kings County ADA Grievance Procedures

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

SCOPE OF WORK
FISCAL YEARS 2024/2025, 2025/2026, and 2026/2027

Psychiatry Responsibilities

- 1) Contractor shall provide culturally and linguistically competent psychiatric services in specific Kings County Behavioral Health Clinics, or designated sites, as specified by the Kings County Behavioral Health (KCBH) Director or his/her designee.
- 2) Contractor shall utilize Kings County Electronic Health Records (EHR) System to complete clinical documentation in compliance with County's documentation standards to include documentation timeliness standards.
- 3) All original copies of consumer medical records and affiliated records such as lab results must be stored at the Kings County Mental Health Clinic site and retained in the consumer's chart within the Kings County EHR.
- 4) Training and documentation standards must be followed according to the Kings County Mental Health Plan (MHP).
- 5) Contractor must maintain professional licensure and shall submit copies of professional license renewals to the KCBH Quality Assurance Unit prior to the date of expiration.

Psychiatric Evaluations: Contractor shall conduct an initial Psychiatric Evaluation (PE) to determine medical necessity for a consumer seeking specialty mental health medication services. However, for instances of urgent condition when expedited access to medication services may be warranted, Contractor can review any available treatment records and discharge summaries to determine medical necessary course of action. PEs must be completed and signed by a licensed provider in accordance with KCBH documentation standards. Contractor shall update the PE when clinically necessary, per California Advancing and Innovating Medi-Cal (CalAIM) documentation standards, or as required by KCBH Documentation Standards.

Medication Consent: In compliance with KCBH policies and procedures, Contractor shall obtain all required medication consents using KCBH required templates and shall obtain signatures appropriate for the consumer any time medication requiring a consent is prescribed.

Application for Psychotropic Medication for Juvenile Dependents (JV 220): Contractor shall obtain a court order before prescribing psychotropic medication for a dependent of or ward of the juvenile court, and the Parties shall cooperate with the other Party in obtaining a court order to prescribe psychotropic medicine. Contractor shall complete an Application for Psychotropic Medication, using the mandatory Judicial Council form, titled JV-220 (A) or (B) as applicable to the individual needs of a depended or ward of the juvenile court. KCBH is responsible for completing the other required pleadings and papers, and filing said application with the court of appropriate jurisdiction.

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

Progress Notes and Billing Records: Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services:

1. All service entries will include the date and time the services were provided.
2. Consumer records will contain timely documentation of care by recording the services delivered in the consumer's record as expeditiously as possible, but no later than the time frame delineated by the County's policies and procedures.
3. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.
4. All entries will include:
 - a. The type of service rendered
 - b. A narrative describing the service, including how the service addressed the beneficiaries behavioral health need (e.g symptoms, condition, diagnosis, and/or risk factors).
 - c. The date the service was provided to the member
 - d. Duration of direct patient care for the service. Travel and documentation time should also be documented.
 - e. Location of the beneficiary at the time of service delivery
 - f. A brief summary of next steps. For example, as clinically indicated next steps may include planned action steps by the provider or by the member; collaboration with the member; collaboration with other provider(s); goals and actions to address health, social, educational, and other services needed by the member; referrals; and discharge and continuing care planning.
 - g. All entries in the client record will include a typed or legibly printed name, signature of the service provider, and date of signature.
 - h. All services provided should be within the scope of practice and scope of competence of the provider.
 - i. For valid Medi-Cal claims, appropriate ICD-CM diagnostic codes, as well as HCPCS/CPT codes, must appear in the claim and must also be clearly associated with each encounter and consistent with the description in the progress note. However, current ICD-CM codes and HCPCS/CPT codes are not required to be included in the progress note narrative.
5. Contractor shall complete progress notes as soon as possible but no more than within three (3) business days from the date of service, with the exception of notes for crisis

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

6. If a progress note must be co-signed by another staff member, the second staff member should complete the co-signature within two (2) business days of receipt.
7. Telehealth Consent
 - a. If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the medical record the provision of this information and the client's verbal or written acknowledgment that the information was received. The plan of care should be developed in collaboration with the beneficiary, beneficiary's parent/guardian, and/or significant support person when applicable.
8. All records will be legible.
9. The consumer record will have documentation by Contractor of referrals to community resources and other agencies, when appropriate.
10. The consumer record will have documentation by Contractor if follow-up care or, as appropriate, a discharge summary when appropriate.
11. Progress Notes must be prepared for every service contact with a consumer.
12. KCBH reserves the right to change documentation standards listed within this agreement as needed especially when federal or state requirements change, and KCBH shall notify Contractor of changes via revised or developed policies and procedures or other correspondence.

Additional Requirements

Contractor shall:

1. Contractor shall strive to maintain 30% productivity. Productivity rate uses the following consideration: Contractor has 1,560 hours available within this agreement to complete the

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

scope of work services. Contractor shall strive to provide Medi-Cal billable specialty mental health services through a minimum of 468 hours of those 1,560 available agreement hours. Billable specialty mental health services are defined within the '*Specialty Mental Health Services Medi-Cal Billing Manual*' found at the DHCS Medi-Cal County Customer Services (MedCCC) library at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and as directed by KCBH Policies & Procedures.

2. Be knowledgeable of and adhere to KCBH policies on the rights of beneficiaries (consumers).
3. Provide timely access to care and service delivery required by state MHP standards:
 - a. Address urgent services within 24 hours of receipt notice of need for urgent services, and address emergency services the same day of receipt of notice of the need for emergency services, as applicable to working schedule.
 - b. Provide beneficiaries access to routine appointments. Contractor shall conduct first appointments with beneficiaries within 15 business days of referral. When not feasible, Contractor shall give the beneficiary the option to request another provider who may be able to serve the beneficiary within the 15 business days standard.
4. Not create, support, or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries.
5. Allow the state, Centers for Medicaid and Medicare ("CMS"), or the Health and Human Services Office of Inspector General inspect, evaluate and audit the Contractor any time said agency[ies] determine that there is a reasonable possibility of fraud or similar risk.
6. Coordinate consumer care, clinical, and medical oversight with KCBH's treatment teams and MHP network of providers.
7. Embrace and foster the inclusion of Consumer Peer Support Specialists.
8. Strive towards quality of (tele)psychiatric care that is based on a peer staffed wellness and recovery model.
9. Work to ensure MHSA Standards and Values are adhered to including: a quality Integrated Service Experience, services are Client and Family Service Driven, there is a Focus on Recovery and Wellness, and services are delivered with Cultural Competence and Humility.
10. Refer beneficiaries requiring special diagnostic procedures or treatments to appropriate resources.

Kings County Behavioral Health Medical Director Responsibilities

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

1. Contractor shall perform the following duties as the acting Kings County Behavioral Health Medical Director:
 - a. Direct, plan, coordinate, and monitor Mental Health medication services through supervision of county and county-contracted Psychiatrists in the KCBH Mental Health Plan network.
 - b. Assist KCBH with the planning and provision of medical and clinical services.
 - c. Develop mental health medical and medication service guidelines and policies and procedures for the KCBH Mental Health Plan, as needed and required by KCBH and Department of Health Care Services (DHCS).
 - d. Plan, organize, direct and evaluate the work of Psychiatry and medication services support staff.
 - e. Maintain cooperative working relationships with medical society, Federal, State and local agencies, private physicians and community groups to meet current mental health care needs.
 - f. Evaluate and make recommendations for medical service programs to the Director of Behavioral Health.
 - g. Schedule and direct the training of medical staff.
 - h. Attend regular staff and care coordination meetings at the request of KCBH and as needed by request of providers, partnering agencies and organizations, such as but not limited to Pharmacy Review Committee, Quality Improvement Committee, Grievance and Appeal Review and Monitoring Committee meetings.
 - i. Facilitate the KCBH Medication Monitoring process and Chair the Medication Monitoring Committee monthly in accordance with DHCS requirements. This includes review of and feedback on charts for medication prescribers through out the Mental Health Plan and reporting findings at the medication monitoring committee.
 - j. Examine, diagnose, prescribe and administer treatment to patients.
 - k. Enforce mental health regulations.
 - l. Remain current with new concepts and methods of professional medical care and education, medications, and medication services by reading technical literature and attending seminars, and assist Psychiatrists and medication support staff in keeping current with knowledge and education through methods such as but not limited to:
 - i. Material dissemination and preparing and hosting trainings;
 - ii. Prepare and maintain clinic records and reports; and

EXHIBIT A
ARIEH R. WHISENHUNT, M.D.

- iii. Refer persons requiring special diagnostic procedures or treatments to appropriate resources.
- m. Perform related duties as assigned (reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law).

EXHIBIT B
ARIEH R. WHISENHUNT, M.D.

ARIEH R. WHISENHUNT, M.D.
COMPENSATION
FISCAL YEARS 2024/2025, 2025/2026, and 2026/2027

1. COMPENSATION

Hours Per Week	Total Hours Per Fiscal Year	Rate	Maximum Amount Per Fiscal Year
30	1560	\$ 300.00	\$ 468,000.00

- a. County agrees to pay Contractor for the services identified in Exhibit A as follows: an hour for evaluation and medication services provided, not to exceed the maximum contract amount per fiscal year as stated above.
- b. Contractor shall permit authorized County, state and federal agency(ies), and their authorized representative(s), to inspect or otherwise evaluate Contractor's work performed under this Agreement, including employee, subcontractor and agents engaged in support activities for Contractor, and allow the same to inspect the premises where Contractor performs services. Contractor shall reasonably assist County, state and federal agencies, or their authorized representative(s), with inspecting, monitoring and evaluating services for their safety and convenience. All inspections and evaluations shall be at mutually agreed upon dates and times that will not unduly delay the work.

2. INVOICING

- a. Contractor shall submit monthly invoices to the Fiscal Department of Kings County Behavioral Health ("KCBH") no later than fifteen (15) days after the last day of the month Contractor is seeking payment. The invoice must be supported by a system generated report that validates services indicated on the invoice.
 - i. Contractor shall use an invoice format approved by Kings County Behavioral Health. County shall pay Contractor as stated in section 3 under compensation.

Exhibit C
County of Kings
HIPAA Business Associate

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 Arie R. Whisenhunt, M.D. ("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, Arie R. Whisenhunt, M.D. 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 meaning as those terms are defined in the HIPAA regulations.

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

II. Permitted Uses and Disclosures of PHI 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:

Exhibit C

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 culturally and linguistically competent psychiatric services. 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.

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*

Exhibit C

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 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

Exhibit C

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 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:

Exhibit C

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 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

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

Exhibit C

standards and requirements of HIPAA and the HIPAA regulations.

i. ***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.

C. ***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.

D. ***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.

E. ***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.

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

G. ***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.

Exhibit C

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

Exhibit C

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. Users 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

Exhibit C

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 of 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.

B. 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”).

Exhibit D

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) The number of complaints filed;
 - (b) The nature of the complaint;
 - (c) The validity of the complaint; and
 - (d) The 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.

Drug-Free Workplace under Government Code Section 8355

- C. 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)

Exhibit E

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 serve 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.



Think Cultural Health
<https://www.thinkculturalhealth.hhs.gov/>
contact@thinkculturalhealth.hhs.gov

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 cultural 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, and 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.

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>

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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?lv1=1&lv2id=33&ID=286>

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

— Dr. Martin Luther King, Jr.



Think Cultural Health
<https://www.thinkculturalhealth.hhs.gov/contact@thinkculturalhealth.hhs.gov>

EXHIBIT F

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM June 25, 2024

SUBMITTED BY: Behavioral Health – Lisa Lewis/Christi Lupkes

SUBJECT: AGREEMENT WITH JDT CONSULTANTS, INC. FOR THERAPEUTIC BEHAVIORAL SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with JDT Consultants, Inc., for the provision of Therapeutic Behavioral Services (TBS) and Intensive Home-Based Services (IHBS) for children and youth in Kings County for fiscal years (FY) 2024-25 and 2025-26.

Recommendation:

Approve the agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services and Intensive Home-Based Services for children and youth effective July 1, 2024 through June 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund. This is a fee-for-service agreement with a maximum budget of \$985,452 for FY 2024-25 and \$985,452 for FY 2025-26, for a total agreement amount of \$1,970,904. Sufficient appropriations for expenses and revenue for expenses were included in the department’s FY 2024-25 Recommended Budget in Budget Unit 422200 – Mental Health Services Act.

BACKGROUND:

KCBH is seeking approval to renew an agreement with JDT Consultants, Inc. for the provision of state-required TBS and IHBS in accordance with Welfare and Institutions Code 14184.402 and the California Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 21-073.

TBS is an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH JDT CONSULTANTS, INC. FOR THERAPEUTIC BEHAVIORAL SERVICES

June 25, 2024

Page 2 of 2

health service. TBS is utilized as a short-term and intensive outpatient treatment intervention for individuals under the age of 21, who are experiencing a serious emotional disturbance(s) (SED), a stressful transition or life crisis, and would benefit from behavioral focused support services. TBS is not a stand-alone treatment, it is intended to supplement ongoing specialty mental health services through working with children, their caregivers, and their current mental health treatment provider to maintain residential placement.

IHBS are individualized, strength-based interventions designed to improve mental health conditions that interfere with a child or youth's functioning and are aimed at helping the child or youth build skills necessary for successful functioning in the home and community and improving the child or youth family's ability to help the child or youth successfully function in the home and community. IHBS services are provided according to an individualized treatment plan developed in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan, which may include, but are not limited to assessment, plan development, therapy, rehabilitation, and collateral. IHBS is provided to beneficiaries under 21 who are eligible for full scope Medi-Cal services and who meet specialty mental health medical necessity criteria.

A sole source justification has been reviewed and approved by the Purchasing Manager. The reason for this sole source request is to meet the requirements KCBH has with DHCS, as the Mental Health Plan (MHP), which requires an array of specialty mental health services for Medi-Cal beneficiaries, including TBS and IHBS. JDT Consultants, Inc. specializes in these services with extensive experience in providing them within the region of the Central Valley. Maintaining this contract with JDT Consultants, Inc. equates to continuity of care for children and youth who are open to JDT Consultants, Inc. currently receiving treatment services. However, it is the intent and has been the ongoing work of KCBH to systematically release/rerelease Requests for Proposals (RFP) so that all biddable services stem from an awarded RFP within a time frame that KCBH anticipates being manageable, meaningful, and in alignment with best practice. Currently, KCBH is using the benchmark of a 10-year term, which is what neighboring Tulare County also utilizes for clinical services, unless programmatic needs and contractor performance do not warrant releasing one sooner. KCBH anticipates bringing TBS services to RFP in fiscal years 2025-26 for which this JDT Consultants, Inc. agreement provides the continuity of services to cover until such time.

This agreement has been reviewed and approved by County Counsel as to form.

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 JDT Consultants Inc., a California Corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires professional Therapeutic Behavioral Services (“TBS”), in compliance with Kings County Behavioral Health’s (“KCBH”) Policies, to Kings County Medi-Cal beneficiaries who meet the criteria to establish eligibility for TBS; and

WHEREAS, the County also requires Intensive Home Based Services (“IBHS”) for beneficiaries (“Beneficiaries”) of KCBH.

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 in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Contractor shall receive an amount not to exceed \$985,452 per Fiscal Year (“FY”) as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.

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.

Upon submission of an invoice by Contractor, and upon approval of the County’s representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on **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 one (1) additional year 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

The 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 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) calendar days 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
1400 West Lacey Blvd., Building 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor
JDT Consultants, INC
4205 West Garden Drive
Fresno CA, 93722

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on 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 the Kings County, 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. 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.

25. 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.

26. 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

CONTRACTOR NAME

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

By: Jana Todd
97D4B46BD49C16B21771E211F8B02097 readySign **06/06/2024**
Jana D. Todd, LCSW, CEO
JDT Consultants Inc.

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By: Kyria Martinez 6/5/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM

Zachary Adams
By: 1F53C3B3637BD6989DD5F11B66AE8E36 readySign **06/05/2024**
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)

JDT Consultants, Inc.

Scope of work

Agreement TERM: July 1, 2024 Through June 30, 2026

Program Philosophy and Mission Statement ~ Jana Todd, LCSW, hereinafter JDT, has been providing TBS mental health services to children throughout the San Joaquin Valley since 2004. JDT's first TBS Contract was established with Tulare County in 2004. JDT primarily serves TBS to the Central Valley with contracts in Fresno, Tulare, Kings, Madera, Calaveras, Monterey, and Mariposa Counties. JDT is the sole provider of TBS services to all of these counties except Tulare and Mariposa. JDT provides Intensive Home-Based Services (IHBS) to Madera County. JDT also has TBS-Like contracts with Clovis and Monterey County Unified School Districts to stabilize youth in danger of being placed in residential treatment as well as transition them home from residential treatment. All of JDT's services are provided in the same fashion, they are intensive, involve the child, caregiver & family, focus on behavior modification and are conducted in concert with the child's treatment team. The treatment team may involve parties that include; parents, therapists, probation officers, child welfare workers, CASA, school personnel, etc.

Agency-wide, JDT provides approximately 2,325,704 units of service annually to 528 youth among the 19 counties under contract and purchase orders. JDT has extensive experience in serving Kings County beneficiaries, and has had a contract to provide TBS services in Kings County since 2005. The founder of JDT works full-time at JDT in her role as Chief Executive Officer.

JDT's annual average of TBS consumers who receive services is 280 youth, and the Length of Stay in our program is 107 days. The initial hours of TBS services allocated to youth are between 6-10 hours per week, with the average hours being 6-8 per week (3-5 contacts), and the average length of contact is 2 hours. The hours then triturate in frequency and duration as the client progresses (typically hours reduce by 2 hours (1-2) contacts per week every 30 days. During the last 30 days of services, clients typically receive TBS services 4 hours (2-3) contacts per week.

Lastly, JDT is the only agency in California that provides exclusively TBS services. Over the past 16 years, JDT has grown exponentially, and given that TBS the focus, the services provided just get better and better. JDT's motto is that we will do "whatever it takes" in our service delivery process to yield success.

TBS Service Delivery Model ~ The primary goal of JDT's Therapeutic Behavioral Services service delivery model is to provide short-term and intensive behavioral interventions to children and their caregivers in a

strategic manner, to increase symptom management and develop replacement behaviors for the maladaptive ones. JDT's services are evidenced-based, and program outcomes are tracked.

JDT's service delivery begins when the Referring Party faxes the child's referral which includes demographic information, the referral source and pertinent Treatment Team members, a brief overview of the child's behaviors, and specific rationale if the referral is expedited. If the child is a Ward of the Court, the most Minute Order or JV220 authorizing the Consent for Mental Health Treatment as well as Free Exchange of Information is helpful.

Referrals are assigned within 2 hours by JDT's management team to a TBS supervisor. Factors influencing who will be overseeing the case include cultural/linguistic needs; geographic location of the client; and caseload availability. When the referral is received, JDT supervisors contact the referring party via telephone or email to give them the opportunity to offer additional information regarding the child/caregiver. Efforts are made to assess children within 1-3 working days, depending on whether the case is expedited. If there is a delay in scheduling the assessment due to the family not being available, the party making the referral is notified.

JDT's TBS supervisors then conduct a thorough Initial Assessment and Plan of Care for each child referred for services. The assessment takes place at the home of the client, or other location if requested by the caregiver, and lasts 1-2 hours. The Assessment and Plan of Care process includes the following information:

- Demographic information.
- Placement history.
- Probation/CPS history.
- Current treatment providers.
- Client strengths, interests, and hobbies.
- Current medications, including dosages and prescribing physician.
- Allergies and special health considerations.
- Cultural need and considerations.
- Mental health diagnosis, drug exposure, substance use, contacts with law enforcement, allegations against caregivers, hospitalizations, and physical disorders.

- Behaviors rendering the placement at risk or are preventing transition to a lower level of care (severity and frequencies included).
- Current functioning, including, caregiver and client strengths, skills and adaptive behaviors used.
- TBS Plan of Care and location where services will be provided.
- Based on behavioral goals, preliminary replacement behaviors to be taught.
- Based on behavioral goals, preliminary interventions to address target behaviors.
- Strategies to involve the caregiver in preparation for discontinuing services.
- Transition plan to be in place as services decrease/discontinue.
- Number of TBS hours to be provided and the setting and preferred times/dates for service delivery.
- Signatures – all parties who are present for the assessment print and sign their name

The assessment is conducted in the youth and caregiver's primary language. Whenever possible, the assigned coach(es) is in attendance. In gathering information, the TBS Supervisor is careful to identify risk factors and safety needs, developmental factors, substance abuse issues, history of trauma, current need for resources/advocacy, and potential barriers to service delivery. The supervisor also thoroughly explains areas that include TBS service delivery and expectations; the exceptions to confidentiality; and the role of the Treatment Team. If the family needs resources/services at assessment, the supervisor will address these needs and make every effort to provide access to needed resources. Following the assessment, the family's unmet immediate needs are communicated to the Treatment Team by the supervisor.

The child's Plan of Care is carefully developed with emphasis on identifying behaviors rendering the placement at risk, identifying specific target behaviors to be addressed along with measurable frequencies, and determining realistic decreases in the target behaviors to be accomplished in the first 30 days of service delivery. The dates/times/settings of services are determined, focusing on where/when the target behaviors are the most frequent/intensive so that the desired treatment outcome (placement stability) can be accomplished.

The supervisor identifies potential safety issues and completes with the caregiver and child clear and specific Safety Plan that includes Treatment Team contact information; anticipated crisis situations and the intervention plan; and vital information pertinent to crisis situations. The caregiver and child verbally

concur to follow the safety plan and all parties sign in agreement. The safety plan is triplicate; the original copy is left with the family and placed in an accessible location at the assessment. An additional safety precaution that JDT assists with, is providing the families with lockboxes to secure dangerous objects/substances, (i.e., knives, razors, medication) as many of our youth have a history of threatening others, self-mutilation, and attempted overdoses. A lockbox is made available to the family at assessment, and throughout TBS service delivery, if the need arises. If the lockbox is needed, it is included in the safety plan to promote adequate protection for youth served.

The TBS supervisor reviews the following documents, contained in JDT's Assessment Packet, with the caregiver and youth. All of these forms are available in English and Spanish):

- Crisis Support Resources (by County-family retains)
- Consent for Treatment
- Authorization to Exchange Information
- Assault/Battery Policy (to be described below)
- Alcohol and Drug Use Policy (to be described below)
- Waiver of Liability
- Safety Plan (family retains original)
- Safety Agreement – Medication, Firearms, and Other Hazards

If the TBS coach is present during the assessment, they schedule the first contact at this time, otherwise the TBS supervisor contacts the coach (es) following the assessment and they call the family within 24 hours to schedule this first contact. The TBS supervisor completes the TBS Progress Note Plan of Care Template immediately following the assessment. This ensures the coach has the information needed to begin services and complete the progress note following services commencing. The Assessment and Plan of Care will then sent to the referring party.

TBS Interventions - The Individualized Plan of Care for TBS consumers is carefully developed during the comprehensive assessment process to determine measurable and specific goals that are mutually identified by the Treatment Team. During this process, target behaviors, those rendering the child's placement at risk, are carefully identified and stated in specific and measurable terms. Based on the goals, TBS interventions are selected and designed to help the child develop improved coping skills and adaptive behaviors that will lead to a reduction in the client's target behaviors. At the same time, these interventions are taught to the

caregivers to enable them to develop the ability to manage the child's symptoms effectively once TBS treatment goals are met and services have been discontinued. The TBS interventions will be provided on-site (home, school and/or community) through one-to-one client and TBS coach contact. Successful interventions are then shared with and taught to the client's caregiver. TBS interventions are stated in a clear and concise manner and reflect the methods that will be employed to meet the desired goals or outcomes. Interventions are designed to build skills and provide the child with tools to address their areas of difficulty, i.e., anger, threats, impulsivity, and suicidal behaviors. Interventions help to increase the child's ability to cope with situations/triggers that result in maladaptive behaviors/choices that jeopardize the child's success in their home, school, or community.

The TBS coach's interventions are tailored to the specific needs, strengths, developmental, and intellectual level of each child. The reduction of these target behaviors in the TBS Treatment Plan are accomplished through interventions, which commonly include role modeling; intermittent and planned reinforcements; teaching the child coping skill; and strategies for symptom management or reduction. Coaches focus on the child's strengths, positive interests, and hobbies in developing intervention strategies. Through planned and systematic interventions, the child will learn to exhibit self-control, act responsibly, and increase self-control and regulation. The coach will discuss proposed interventions with caregivers to ensure that they support these interventions to avoid putting interventions in place that would not be reinforced by caregivers when TBS is not present, as this would be counterproductive.

Over the past 14 years, JDT has developed extensive therapeutic activities, workbooks, incentives, games, and a large pool of resources for the coaches to take to the homes of clients to assist them with interventions and helping the child to develop effective coping skills and replacement behaviors. JDT provides initial and annual creative interventions trainings for coaches to increase their repertoire of skills and activities to assist clients, taking into consideration their diagnosis; unique special needs, learning styles, and strengths. These materials are available in multiple languages.

Collateral Services – Most of the caregivers struggle with parenting interventions and strategies. Most often the majority of the changes that need to occur for the kids to meet their goals depends on the ability for the parent to make changes in their parenting approaches. JDT's coaches provide information and suggestions to parents as well as modeling during visits. Often there are topics that need to be discussed in detail without the youth present. JDT provides collateral contacts with parents at times when the youth are not present to assist them in understanding how their behavior impacts their child, address unhealthy patterns

in the home (i.e. domestic violence, substance use, CPS involvement, not providing structure). The collateral time focuses on the parents and what they can do to provide a healthy, safe, structured, and supportive home environment to promote long-term success for the short-term service of TBS. Collaterals typically last 1 hour and are held 1-2 times a week. They typically are held in person but can also be held via zoom and telephone.

Case Management Services: JDT's Supervisors and coaches provide Case Management Services for Linkage and Consultation for TBS clients and their families. Often times TBS clients are in need of assistance in creating and monitoring referrals, as well as consultation, communication, and coordination with Treatment Team Members outside of reauthorization meetings. Additionally, Case Management services are provided to monitor progress in treatment as well as monitor service delivery and ensure access to services as well as reduce barriers to access if needed.

Telehealth Services – During the pandemic, JDT began to provide telehealth services, mainly via Doxy or Zoom. JDT is able to switch back and forth from in-person to telehealth as needed due to illness or other factors that prohibit the coach from going out to the home to provide services.

TBS Case Reauthorization - The reauthorization process is of utmost importance in monitoring the success of TBS interventions and reviewing the child's progress toward reducing the Plan of Care target behaviors. During the reauthorization meeting, the client's progress over the past review period (30 days) is discussed in detail. Increases, titrations, and the discontinuance of TBS are based on the child's progress toward targeted behavior goals. Reauthorization meetings typically include the TBS Referring Party and coach(es), treating therapist, caregiver, child (when appropriate), CASA worker, Probation Officer, County Social Worker, involved community agencies, and any other party determined to be vital in successful service delivery. The majority of reauthorizations are provided via ZOOM, which is very helpful as it typically enable more people including the parents to attend. If parents are in need of childcare or transportation, they are able to attend. Also, outside parties such as CASA, school personnel, and medical personnel are more likely to attend as they do not have the added travel time to be able to attend the meeting.

TBS Case Review

Weekly TBS Supervision - JDT currently has 4 supervision groups which consist of 2-3 clinical supervisors (with a minimum of one licensed supervisor in each group) and 10-12 coaches. Weekly TBS supervision with coaches is held for two hours and facilitated by the TBS supervisor(s). The supervision forum is non-punitive in nature, focused on addressing issues at hand, and working as a team to determine solutions.

Weekly TBS supervision includes:

- An evaluation of each child's progress toward each of the Plan of Care targeted behaviors, with the frequency and duration of the target behaviors discussed. When target behaviors discussed are in need of additional intervention this information is shared with the TBS supervisor overseeing the case, and adjustments to the child's Plan of Care is presented to the Treatment Team.
- The interventions employed and child's response to these interventions is discussed. When current interventions are not successful, the group helps locate alternative interventions to address the target behaviors.
- Often, a child's frequency of need of TBS results in the use of multiple coaches. When multiple coaches are involved in a case, the TBS supervisor ensures consistency and continuity of care is present among coaches. Coaches are provided the opportunity to share information and interventions during supervision for client benefit. Company policy is that when multiple coaches are assigned to a client, the coaches will communicate with each other following each contact.
- Discussion of the caregivers' response to TBS and their progress toward obtaining the needed skills and interventions to successfully manage their child's behaviors.
- Significant changes in the child's life (i.e., trauma, changes in placement, losses) are discussed.
- Resources/services needed for the child/caregiver are identified & strategies for obtaining these supports are determined.
- The effectiveness in meeting the client's cultural and linguistic needs is addressed.
- Barriers to TBS effectiveness are explored and methods to counteract barriers are determined and implemented.
- The child's transition plan for the reduction/eventual elimination of TBS is discussed.
- Cases in the process of termination are discussed and activities for client graduations are identified.
- Difficulties or personal issues that coaches experience is addressed. Coaches are encouraged to be open and honest in sharing their struggles, frustrations, and/or challenges in working with clients or treatment team members.
- Coach effectiveness in meeting clients' needs and the need for additional TBS supervisor assistance/intervention are assessed.

Monthly and Individual TBS Case Supervision - Once monthly, all coaches attend individual supervision, and four hours are allotted for this supervision. Coaches work with multiple supervisors and co-coaches to deliver services. At individual supervision, coaches sign up, along with co-coaches (when applicable), and meet individually with supervisors assigned to their cases to discuss each of their clients for 15–20-minute intervals. During this four hour agency-wide supervision, coaches have the opportunity to discuss/develop interventions, discuss cases with co-coaches, experience team building, research interventions, and locate needed resources.

TBS Supervisor Case Oversight - JDT's company policy is that all progress notes are completed within 24 hours of client contacts. Coaches send their progress notes to the supervisor assigned to the child. Supervisors review the progress notes daily. Per company policy, if there are any concerns, unusual incidents, or occurrences that are out of the ordinary, the coach is to contact the supervisor immediately to receive feedback. An after-hours on-call supervisor is available 24 hours a day, 7 days a week to coaches should issues arise.

TBS supervisors are available in the office 8-5, M-F, to meet with coaches as needed. JDT supervisors have an "Open Door Policy." As needs and issues arise, TBS supervisors meet with coaches to assist in areas that include developing interventions, planning activities/strategies, address issues related to caregivers, and providing support as these needs arise for coaches. Additionally, TBS supervisors arrange team meetings with staff when multiple coaches are assigned to cases, promoting consistency and problem solve as needed. If the assigned TBS supervisor is not available, the head of service is available to assist as needed.

When extreme crisis situations or unusual incidents occur, the TBS supervisor assesses the need for a Critical Incident Debriefing. Typical incidents include police involvement, filing CPS reports, hospitalizations, arrests, safety issues, and other matters that are dangerous in nature. This debriefing locates the best plan of action for continuing TBS. Treatment Team members are informed of these incidents. The TBS supervisor discusses these matters with TBS Coaches and Treatment Team members to review the Safety Plan, obtaining their feedback and insight to assist in resolving issues and developing a plan to stabilize children in times of crisis.

New Hire Intensive Supervision - In addition to individual and group supervision, a TBS supervisor meets weekly with new coaches for at least 90 days during their probationary period. JDT implemented this practice three years ago due to the acuity of our population and to increase the level of supervision, support,

and training of new staff. Following the 90-day probationary period, the supervisory team discusses whether continued one-to-one supervision is needed, and if so will continue to review at 30-day intervals, or until the management team feels that the coach no longer needs this assistance. We have found this to be very effective in supporting and retaining new coaches.

TBS Graduation - TBS Coaches are trained in the importance of preparing children and caregivers for the eventual titration and discontinuation of services, as this is often experienced as a significant loss to clients. JDT's training teaches coaches to help the clients and caregivers view decreases in, and the elimination of, services as a positive accomplishment. Providing children with a tangible object (transition object) that they can refer to for comfort has been suggested in the research to be helpful in terminating mental health services. Therefore, coaches are trained to create transitional objects, e.g., life books, inanimate objects for TBS clients to help them celebrate and document their success managing their target behaviors as well as cope with the TBS Coach transitioning out of the home.

As clients make progress and titrations in the intensity of services occur, TBS coaches focus more and more on empowering caregivers to employ effective interventions independently with coach support and oversight. The reductions in days and hours of services are designed for caregivers to practice skills learned with less and less frequent coach involvement. This approach monitors caregiver skills and success in managing their child's behaviors with less assistance from coaches, thus building their confidence and self-reliance. The primary objective is to have the caregiver consistently and successfully employ interventions and parenting strategies to maintain the child's progress and stability in their home without TBS presence.

In the discontinuation of TBS and in helping clients/caregivers experience this as a success, a Graduation Party is held for each child who completes TBS. The coach involves the child and caregiver in planning of the celebration during last 30 days of TBS services, helping the transition out of the home to be a happy and meaningful experience. TBS coaches submit a budget for this event and the Agency pays for all related costs. Typically, this is celebrated by having a pizza party and rewarding the client with a gift card. A Certificate of Graduation is presented to each child at their graduation party. At the Graduation Party, the client has the option to invite Treatment Team members or other significant persons that they would like to share this celebration with.

TBS Termination - TBS Services are short-term nature (typically 3-4 months) and transition and/or termination requirements and procedures are thoroughly discussed with the child and caregiver(s) during the initial assessment. When TBS services end prematurely, it is most often due to caregivers choosing to

discontinue services, and TBS is voluntary. Factors that typically lead to a decision to terminate are: the family having busy schedules that do not permit the intensity of TBS; a youth/caregiver's refusal to participate; or a lack of desire to make recommended/necessary changes in parenting. The intensity and frequency of TBS can be somewhat intrusive and not all families referred are ready to make changes necessary to reduce the child's behaviors. JDT's approach to this is to work with the Treatment Team to acknowledge and honor this decision, develop a transition plan, and terminate services, again with clients/caregivers being aware that if circumstances change a re-referral can be made.

CalAim – JDT agrees to follow all of the new requirements under CalAim implementation. As you know, TBS travels to work with clients 100% of the time. JDT has worked diligently to maintain the quality of our services and not compromise program integrity while still serving ALL YOUTH, regardless of their location. Many of our clients are located in Rural Areas, so we provide outreach and attempt to hire staff in rural areas throughout the San Joaquin Valley.

Organizational, Management Structure, and Staffing Plan ~ JDT administration/management staff is headed by Jana D. Todd, LCSW, JDT's Founder and Chief Executive Officer, who has 31 years of experience in the mental health field. Ms. Todd focuses on tasks that include contract compliance & negotiations, budget, human resources, employee discipline, staffing/resource allocation, and risk management. JDT also employs Nydia Rodriguez-Karrerah, MSW, as the Chief Operating Officer who assists with quality assurance, payroll, fiscal management, Medi-Cal compliance, staff development, and billing. JDT's management team includes an additional 15 TBS Supervisory staff, 10 Licensed Staff (6 LMFT and 4 LCSW) and 5 Waivered Master's Level program staff, to assist with program oversight. JDT's management staff has an average of 16.8 years of experience in the mental health services field, and 6 years of experience with JDT.

Supervisor caseloads average 15 TBS recipients, dependent on the number of clients in the program, which fluctuates, with a maximum caseload of 18 consumers. JDT's management staff is representative of the ethnic, cultural, and linguistic needs of our population served. Our management staff is culturally diverse and 42% of our management team speaks Spanish.

In retaining clinical leadership, a number of philosophies and values are critical. JDT's organization plan and management structure focuses on creating a supportive and family-oriented company culture, where employees feel supported and valued. JDT has a very low turnover rate (5-8%) annually.

JDT Consultants, Inc. currently employs 65 direct services, TBS coaching Staff. JDT's TBS coaches are both part and full-time. Coach hours fluctuate as a result of cancelations, hospitalizations, AWOL's, and

incarceration, thus full-time coach hours fluctuate between 30-45 hours per week. The part-time employees typically work with 1-2 clients, depending on the number of hours assigned to the child and amount of travel to the home. Full-time coaches often work with 3-5 clients, again taking the same factors into consideration, as client hours range from 12 to 4 hours per week. Due to the acuity of the population, often two coaches split the hours on a case. Most cases are difficult and complicated, therefore having two coaches involved to share strategies and interventions is helpful to maximize success and avoid burnout. Each case is individually assessed to determine the best coaching pattern. JDT has experienced a significant increase in TBS services delivery over the past few years and has worked diligently to develop and maintain staffing levels to meet the needs of youth in our program. JDT currently has the capacity to serve 8-10 Tulare County Probation Youth and is able to whatever staffing levels are needed based on the number of referrals that are needed.

By definition, TBS is a service that is often provided during non-traditional days and times and is not a mental health service that can be conducted during the typical hours of 8am to 5pm. The child's placement in the home is in jeopardy to qualify, and youth are typically in school from 8-3 Monday through Friday. This equates to the time of need most often being when the child is in the home, prior to school, after school, and on weekends. There have also been occasions when consumers are having significant behaviors during late night and middle of the night hours. Again, JDT has made accommodations to provide services on a 24/7 basis as needed to serve these clients and caregivers during times of high-need.

The majority of TBS services are provided on weekdays between 6am-8am, 3pm-9pm, and on weekends. TBS supervisors most often assess youth during after school hours and on weekends, as the youth's presence is needed to review services, policies, and to gain their feedback in developing the Plan of Care goals. TBS coaches work with some youth at school, but the bulk of services are provided during days and times described above. This can be challenging as often coaches work prior to school (6-8am), have gaps in their schedule and work in the homes between 3-8pm after school as well as on weekends.

As a critical part of JDT's commitment to serve all Central Valley youth in need of TBS, JDT has developed coach pools to serve all Tulare County children referred, regardless of their location. This has been a challenge for the Agency, particularly as growth has increased in rural areas. JDT has been successful in targeted recruitment and now is able to easily serve high volumes of youth in rural areas.

JDT is able to easily recruit staff when needed to serve the geographic, linguistic/cultural, and behavioral needs of clients served. JDT is very proud of the high level of staff retention as outlined in the

staff demographics, with much longevity among coaching staff in both the mental health field and with the Agency. JDT has low overhead, and the starting rate of pay for TBS coaches is \$20.00-\$25.00 per hour, leading to staff's ability to make their employment at JDT a career, rather than a pass-through job. JDT strives to provide direct services staff fringe benefits that include health benefits, vacation & sick leave, retirement, as well as Cafeteria and Colonial Plans to promote employment stability and longevity.

JDT's staff is culturally diverse, with ethnic backgrounds that include African-American; Hispanic; Filipino; Caucasian; Laotian, Hmong; Arabic; and American Indian. Our language capabilities in service delivery include Spanish, English, Laotian, Hmong, French, Arabic, and American Sign Language. JDT is dedicated to meet all of the needs of our consumers. We seek to employ staff that reflects the ethnic, cultural and linguistic needs of the families we serve. We recruit staff throughout the state of California and hire qualified staff with diverse backgrounds and linguistic abilities.

Minimum qualification for Coaches ~ TBS coaches hired by JDT will have one of the following qualifications:

- Master's or bachelor's Degree in the behavioral sciences field and a minimum of one year of experience working with children with behavioral/emotional challenges similar to that of TBS youth served by JDT.
- AA Degree and a minimum of two years experience working with children with behavioral/emotional challenges similar to that of TBS youth served by JDT.
- 18 or more semester units from an accredited college or university from any of the following disciplines: Social Work; Psychology; Rehabilitation Counseling; Educational Counseling; or Marriage and Family Counseling. A minimum of two years of experience working with children with behavioral/emotional challenges similar to that of TBS children served by JDT.

JDT has a solid and sufficient TBS Management Team and TBS Coaching staff. JDT takes the responsibility of serving this acute and high-risk population very seriously, and over 14 years has developed a comprehensive and methodical approach to addressing the needs of this very intense population. We take much pride in our employees and the services they provide. Being a TBS coach is a difficult job, particularly when you are in the field often facing crisis situations that require thinking on your feet, and the need for a high-level of crisis intervention support, tools and strategies. Often our coaches work long hours, sometimes early in the morning prior to school until late evening hours. As an Agency, JDT is appreciative and supportive of our direct services staff and it is important to our management team that they feel supported,

free to call or come in and meet with the management team and are provided with tools to help them be effective with this very challenging population.

JDT was experiencing significant turnover, primarily with the Generation Z employees. Therefore, an overhaul of the company's approach to working with this demographic of staff was carefully evaluated and resulted in many changes in our hiring, training, and supervision plans to meet the unique needs of this generation. At one point we were only retaining about 30% of these new hires for 6 months or more, and at this time, our retention rate for this unique generation has increased to 85%. Generation Z is becoming the face of our company, as they are the typical applicant. We are very pleased and proud of our ability to develop a viable plan and company approach to serving this unique population.

We feel we are successful in this task as our retention rate continues to be high, our staff surveys report a high level of job satisfaction, and coaches display confidence when providing services to this very acute population. Our program graduation rates are impressive, over the 70% benchmark set, thus reinforcing our program effectiveness.

Strategies to support and educate caregivers/parents to ensure clients have a supportive living environment.

JDT supervisors focus on developing rapport and a trusting relationship with caregivers, beginning with the initial telephone call and at the assessment. If there are concerns with the client's living conditions, (i.e., cleanliness, safety concerns, a lack of resources that are identified at assessment) supervisory staff identifies these issues and develops a plan to address these areas. As mentioned, JDT provides lockboxes for dangerous objects and medications, develops a plan to address cleanliness/health & safety issues, provides resources to access unmet needs, and advocates as needed to assist families. Supervisors work closely with TBS Coaches to address areas of need/concern identified throughout services to promote a healthy, supportive, and safe living environment. Given the intensity of the service and frequency of coach contact in the homes, JDT has collected a significant variety of resources that coaches can readily access to promote a loving, supportive, and protected living environment for clients. Coaches are trained to have a plan of intervention when they arrive for each visit, providing guidance and resources. JDT has a wealth of print materials in multiple languages to educate caregivers in areas including positive behavioral planning and support; managing various diagnoses; available community resources; establishing family rules and behavioral charts; and managing crisis situations. Additionally, JDT has a vast library of family activities, intervention tools, and therapeutic games available to coaches to help them improve vital areas such as communication, cooperation, respect, conflict resolution, sportsmanship, and bonding.

Caregivers are also advised of and are encouraged to attend monthly reauthorization meetings. These meetings are scheduled at times/venues convenient for the family to facilitate their attendance and are often held in their homes. Their participation in these meetings is critical to success for their child, and they are empowered in their parenting ability through inclusion. Caregivers are provided with a variety of behavioral analysis tracking tools to assist them in learning about the antecedents and successful approaches in addressing their child's target behaviors. These tools assist them in identifying behavioral triggers, frequencies, coping skills used, and effective interventions they can employ to successfully intervene.

Efficiency ~

Plan for staff education and training necessary for the delivery of services, including field safety, cultural issues, boundary maintenance, confidentiality, child abuse reporting, and behavioral analysis. JDT's

comprehensive three-day New Hire Training was previously discussed. All the training areas above will be addressed in the New Hire training, and documents regarding Acknowledgement of Confidentiality, Boundary Maintenance, and Child Abuse Reporting are signed at hire and maintained in each employee's file. All staff who are employed by JDT must pass FBI, DOJ, and Megan's Law clearances.

Field safety is discussed at hire, as well as throughout employment as situations arise; providing a safe work environment for our staff is crucial. Often there are safety issues present in homes where services are provided, i.e., aggressive/assaultive youth, domestic violence, drug use, dangerous neighborhoods, gang involvement, and youth/caregivers with criminal histories. At assessment, the TBS supervisor carefully evaluates these areas and addresses issues when necessary, with clients and caregivers. Safety Plans are also developed at assessment and the Assault/Battery Policy and Alcohol/Drug Use Policy are signed by caregivers and clients. JDT's supervisors provide full disclosure of safety concerns to coaches assigned and identify steps to be taken in response to the concerns. Coaches have the right to choose not to provide TBS to clients when they are uncomfortable with safety issues identified, and the case is reassigned. JDT supervisors keep in very close communication with coaches regarding safety issues and address concerns/needs immediately as they arise. Coaches have 24/7 access to a TBS supervisor so they can receive direct assistance with safety concerns that arise during TBS service delivery. JDT provides Crisis Prevention and Intervention (CPI) Training to all staff within 30 days of hire, teaching them de-escalation techniques, crisis intervention strategies, defensive tactics, and environmental awareness. All staff receives

an additional three hours of CPI Training annually to further promote environmental awareness and field safety.

JDT meets the linguistic needs of clients 100% of the time, provides cultural competency trainings, and accesses expertise from community agencies to educate staff on an ongoing basis. All staff receives four hours of cultural competency training within 30 days of hire, as well as a minimum of 4 hours annually. When JDT does not have a staff person to meet the linguistic needs of the client, an interpreter is hired to provide services with the TBS coach, and the cost for the interpreter is included in the rate.

Client confidentiality, HIPAA, and medical record protection are also a part of the new hire training and are discussed in detail. Coaches are given company cellular phones and laptops for documentation. Cellular phones are required to be password protected and have the company encryption system Virtru installed to protect client confidentiality and are set so that data on cell phones can be erased if the phone is lost or stolen. Company laptops require two passwords for access and also come with Virtru installed to protect client confidentiality and contain an antivirus program. All confidential client information is to be encrypted in emails and documentation to prevent HIPAA violations. Coaches are able to review client files in the office but are never permitted to take medical records out of the office. Coaches are trained that they are not to discuss clients with anyone outside of the Agency or Treatment Team and advised that Exchanges to Release Information are needed to dialogue with parties such as schools, community agencies, and non-family members present in client homes. JDT takes our clients' right to confidentiality very seriously, and if an employee does not protect client information, disciplinary action up to termination will result.

Training regarding Suspected Child Abuse, along with other exceptions to confidentiality such as elder abuse, Tarasoff, and harm to self, is provided during the new hire training. Staff receives two hours of annual child abuse reporting training as this is a critical and frequent issue that JDT coaches' encounter.

Rate for TBS Services – JDT will continue to provide TBS services to Kings County at the rate of \$2.10 per minute, and this includes direct services, travel and documentation time.

Exhibit B

**COUNTY OF KINGS
AND
JDT Consultants**

BUDGET

FEE FOR SERVICE

FY 24/25
\$ 985,452

FY 25/26
\$ 985,452

1. Rates

- a. 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
Other Qualifies Provider	\$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 15 days after the close of the month in which services were rendered. Payment timeframe is established in Compensation section 3.
- i. 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
 - 1. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - 2. 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

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 JDT Consultants, 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, JDT 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 meaning as those terms are defined in the HIPAA regulations.

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

II. Permitted Uses and Disclosures of PHI 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:

Exhibit C

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 Therapeutic Behavioral Services (TBS) to eligible Kings County Medi-Cal beneficiaries and Intensive Home Based Services (IBHS) for beneficiaries of KCBH. 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.

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***

Exhibit C

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 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

Exhibit C

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 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:

Exhibit C

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 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

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

Exhibit C

standards and requirements of HIPAA and the HIPAA regulations.

i. ***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.

C. ***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.

D. ***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.

E. ***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.

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

G. ***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.

Exhibit C

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

Exhibit C

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. Users 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

Exhibit C

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 of 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.

B. 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”).

Exhibit D

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) The number of complaints filed;
 - (b) The nature of the complaint;
 - (c) The validity of the complaint; and
 - (d) The 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.

Drug-Free Workplace under Government Code Section 8355

- C. 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)

Exhibit E

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 serve 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 cultural 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, and 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.

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?lv=1&lvlid=33&ID=286>

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

— Dr. Martin Luther King, Jr.



Think Cultural Health
<https://www.thinkculturalhealth.hhs.gov/contact@thinkculturalhealth.hhs.gov>



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM June 25, 2024

SUBMITTED BY: Behavioral Health – Lisa Lewis/Christi Lupkes

SUBJECT: AGREEMENT WITH NICOLE LUK FOR PSYCHOLOGICAL TESTING AND EVALUATIONS

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Nicole R. Luk, Ph.D. (Dr. Luk), to provide psychological testing and evaluation reports for individuals KCBH refers.

Recommendation:

Approve the agreement with Nicole R. Luk to provide psychological testing and assessments for individuals referred by Kings County Behavioral Health effective July 1, 2024 through June 30, 2027.

Fiscal Impact:

This agreement has no impact on the County General Fund. The maximum annual compensation for this agreement is \$20,625 per fiscal year (FY) for 2024-25, FY 2025-26, and FY 2026-27, for a contract maximum of \$61,875. Expenses under this agreement and sufficient revenue for expenses were included in the department’s Fiscal Year 2024-25 Recommended Budget in Budget Unit 420000, Mental Health.

BACKGROUND:

KCBH is seeking to renew a contract with Dr. Luk, a Licensed Psychologist, to provide psychological testing for individuals referred to her by KCBH, acting as the County Mental Health Plan (MHP). This agreement was previously approved by the Purchasing Manager due to the monetary threshold, which in the proposed agreement requires Board approval.

When needed to clarify a clinical diagnosis of an individual, it is clinical best practice to provide psychological

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH NICOLE R LUK FOR PSYCHOLOGICAL TESTING AND EVALUATIONS

June 25, 2024

Page 2 of 2

testing, resulting in a comprehensive psychological evaluation report. This testing is not currently provided by the MHP and is typically considered a contracted service to the specialized nature of various psychological tests requested, such as developmental disorders and delays, traumatic brain injury, and dementia. KCBH has historically utilized a contracted provider to assist with these as needed.

Dr. Luk will provide individual psychological evaluations requested through KCBH. Referrals are typically for Dr. Luk's review of documentation, psychological testing, and clinical interviews. In return, Dr. Luk provides written reports including a diagnosis of any mental illness and treatment recommendations, as well as responses to specific questions posed in the reason for referral.

A sole source justification has been reviewed and approved by the Purchasing Manager for this agreement. Finding a psychologist who specializes in psychological testing is difficult as this is a clinical specialty, particularly due to the lack of qualified providers available in Kings County, which is a federally designated mental health provider shortage area. Additionally, Dr. Luk's quality, proficiency, and willingness to accommodate client's schedules helps meet consumers' clinical needs.

This agreement has been reviewed and approved by County Counsel as to form.

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 **Nicole R. Luk, Ph.D.** (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires psychological assessment services for beneficiaries of Kings County Behavioral Health (“KCBH”); 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 in accordance with the attached **Exhibit A**. 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 A**, 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, 2027**, unless otherwise terminated in accordance with its terms.

This Agreement shall remain in full force and effect until both Parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for one (1) additional year 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 and 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 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.

F. The required insurance policies must be obtained for the amounts set forth above, unless otherwise approved by the County's Risk Manager in writing prior to the execution 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 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 B**.

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

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 D**. Contractor shall demonstrate its compliance with CLAS through policies,

7
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 third-party's request to disclose Confidential Information, Contractor shall promptly 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 American, 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
1400 West Lacey Blvd., Building 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor

Nicole R. Luk, Ph.D.
600 West Shaw Avenue., Ste. 210
Fresno, CA 93704
nicole@dr-luk.com

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on 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 the Kings County, 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.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit E**.

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

NICOLE R. LUK, PH.D.

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

Nicole R. Luk, Ph.D.
By: B932E00E2E3CB7642060D8478B4C04F4 readysign
Nicole R. Luk., Ph.D. 06/03/2024

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

Sarah Poots
By: 813BB3CAD3655817F55583489257E37C readysign 06/03/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM

Willie Barrera
By: BABD9E472141B040F9AE9902095423E4 readysign 05/28/2024
Willie Barrera, Deputy County
Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work/Compensation

Exhibit B: (“HIPAA”)

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

Exhibit D: Cultural and Linguistically Appropriate Service Standards

(CLAS) Exhibit E: Kings County ADA Grievance Procedures

Exhibit A

Kings County Behavioral Health
Nicole Luk, Ph.D.
Scope of Work
July 1, 2024-June 30, 2027

Contractor shall complete psychological testing and memorialize the findings in comprehensive report for individuals Kings County Behavioral Health refers to Contractor for testing and assessment.

A. Description of Services

- a. Contractor shall provide psychological testing for individuals referred to Contractor by KCBH. At the conclusion of services, Contractor shall promptly render testing and provide psychological report within three (3) weeks of the conclusion of testing.
- b. Contractor shall work with KCBH to identify testing dates, times and locations.
- c. Contractor must adhere to county training requirements, including use of the county learning management system. Contractor must adhere to training plans and policy assignments issued in the county learning management system.

B. Program Criteria

Scope of work:

To provide individual psychological evaluations requested through Kings County Behavioral Health. Referral questions generally request review of documentation, psychological testing, and clinical interview. The written report includes diagnosis of any mental illness and treatment recommendations, as well as responses to specific questions posed in the reason for referral.

C. Compensation

- a. Hourly rate is **\$275** for records review, case consultation, clinical interview, testing, scoring, interpretation, report writing, and travel or waiting. The amount of time needed to complete an evaluation depends upon a number of factors including but not limited to volume of records to be reviewed, collateral contact, level of cooperation by the client during interview and testing, measures needed to respond to the referral question, and need for follow-up testing to clarify results. Typically, this can be completed in ten (10) to fifteen (15) hours. If test results are inconsistent across measures or with collateral information, additional testing is required.
- b. Maximum annual compensation \$20,625. Contract Maximum \$61,875.

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 **Nicole R. Luk, Ph.D.**, ("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, **Nicole R. Luk, Ph.D.**, 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 **conduct psychological assessments for beneficiaries of Kings County Behavioral Health (KCBH)**. 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

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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 C

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 C

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 C

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 organizations to: health and health care

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.



Exhibit E

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.

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Kings County ADA Grievance Procedure

Kings County
Grievance Procedure under ADA or
California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No.

23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)