

**Agreement No. 0367**

**Independent Contractor Agreement**

<b>PARTIES</b>	This Independent Contractor Agreement ("Agreement") is entered into between the following Parties:	
	The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Behavioral Health P.O. Box 962, Santa Cruz, CA 95061-0962	Name: Los Gatos Therapy Group, LGTC Group Address: 2542 S. Bascom Ave., Ste 110 Campbell, CA 95008
	Hereinafter called COUNTY.	Hereinafter called CONTRACTOR.

<b>SUBJ.</b>	Subject of Agreement: Provide psychological evaluations, therapy, and residential and specialized outpatient treatment of mental health and eating disorders
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<b>RECITALS</b>	<p>WHEREAS, CONTRACTOR possesses certain skills, experience, education and competency to perform the special services required by this Agreement and COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and</p> <p>WHEREAS, pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services; and</p> <p>WHEREAS, to the extent applicable, this Agreement is intended to memorialize and ratify any and all acts which may already have been consummated pursuant to the terms and conditions of this Agreement;</p> <p>NOW, THEREFORE, the parties hereto do mutually agree to the terms as set forth in the following Exhibits. Should a conflict arise between the language in any of the Exhibits, the order of precedence is as follows: Exhibit X, C, D, H, B, A, F.</p>
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<b>EXHIBITS</b>	<u>ATTACHED</u>	<u>EXHIBIT</u>	<u>TITLE</u> (CHECK BOX IF ATTACHED)
	<input checked="" type="checkbox"/>	A	Scope of Services
	<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
	<input checked="" type="checkbox"/>	B1	Mental Health Additional Payment, Budget, and Fiscal Provisions
	<input type="checkbox"/>	B2	Substance Use Disorder Services Additional Payment, Budget, and Fiscal Provisions
	<input checked="" type="checkbox"/>	C	Standard County / Agency Provision
	<input type="checkbox"/>	D	Standard (Division) Provisions
	<input type="checkbox"/>	F	Medi-Cal Administrative Activities
	<input type="checkbox"/>	H <sub>1</sub>	HIPAA Business Services Addendum - County as Business Associate
	<input checked="" type="checkbox"/>	H <sub>2</sub>	HIPAA Business Services Addendum - County as Covered Entity
	<input type="checkbox"/>	X	Revisions to Exhibits; Additional Terms and Provisions

<b>TERM</b>	The term of this Agreement is from 7/1/2024 through 6/30/2025  <input type="checkbox"/> This Agreement is included in the COUNTY's Continuing Agreements List. (CHECK BOX IF APPLICABLE)
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<b>TOTAL</b>	Rate Agreement - See Exhibit B
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<b>SIGNATURES</b>	COUNTY  _____ Director of Health Services or Designee HEALTH SERVICES AGENCY	CONTRACTOR  Signed by:  Eugene Tilman, Executive Director Los Gatos Therapy Center, LGTC Group
	Date _____ Date	12/20/2024 _____ Date

<b>APPROVALS</b>	Approved as to Form: DocuSigned by:  Office of the County Counsel	Approved as to Insurances: Signed by:  Risk Management
	Date _____ Date	12/20/2024 _____ Date

<b>BT</b>	Clerk of the Board	Contractor	Auditor-Controller-Treasurer-Tax Collector	Health Services Agency
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## COUNTY OF SANTA CRUZ

### EXHIBIT A – Scope of Services

CONTRACTOR agrees to and will exercise special skill to accomplish the following results:

A. Level and Intensity of Services

CONTRACTOR will provide an evaluation for all COUNTY approved clients prior to admission. All Residential Program (RTC), Partial Hospitalization Program (PHP), and Intensive Outpatient Program (IOP) treatment services are subject to admission criteria set forth by the client's insurance carriers and all treatment will be authorized in advance. CONTRACTOR is responsible for evaluating the appropriateness of referrals for placement at CONTRACTOR's facility.

Services are summarized below:

1. Adult Residential Program (RTC)

CONTRACTOR may provide Residential Treatment based on assessment for clients' needs requiring a more intensive level of care and support in a residential setting. This level of care is also appropriate for those Eating Disorder (EDO) clients who need a higher level of supportive eating and stabilization than outpatient treatment can provide. The support is 24/7 at the residential level of care. Programs include: EDO Treatment and Mental Health and psychiatric treatment.

2. Adult Partial Hospitalization Program (PHP)

CONTRACTOR may provide Partial Hospitalization Program based on assessment for adult clients requiring a more intensive level of care and support in an outpatient setting. Programs include; EDO Treatment, Substance Use Disorder (SUD) Treatment, and Psychiatric Mental Health Treatment. Programming is expected to be an average of six (6) hours per day.

3. Adult Intensive Outpatient Program (IOP)

CONTRACTOR may provide Intensive Outpatient Program for adult clients that need the support of a treatment program but can also continue working, going to school, or having an active home/personal life. Programs include: EDO Treatment, SUD Treatment and Psychiatric Mental Health Treatment. Programming is expected to be an average of three (3) hours per day.

4. Adolescent Partial Hospitalization Program (PHP)

CONTRACTOR may provide Partial Hospitalization Program based on assessment for adolescent clients requiring a more intensive level of care and support in an outpatient setting. Programs include; EDO Treatment, SUD Treatment and Psychiatric Mental Health Treatment. Programming is expected to be an average of five (5) hours per day.

**5. Adolescent Intensive Outpatient Program (IOP)**

CONTRACTOR may provide Intensive Outpatient Program for adolescent clients that need the support of a treatment program but can also continue working, going to school, or having an active home/personal life. Programs include; EDO Treatment, SUD Treatment and Psychiatric Mental Health Treatment. Programming is expected to be an average of three (3) hours per day.

**6. Transcranial Magnetic Stimulation (TMS)**

CONTRACTOR may provide TMS treatment for clients with treatment resistant depression. Treatment includes an initial assessment followed by 36 treatment sessions. TMS therapy is a non-drug, non-invasive treatment for major and treatment resistant depression. This is appropriate for populations ages 16 and older.

a. TMS treatment requires:

- i. Initial assessment from Psychiatrist or Psychiatric Nurse Practitioner.
- ii. Daily Treatment sessions lasting 20 minutes in duration, five (5) days a week, totaling 36 TMS sessions.

**7. Psychological Evaluation Services**

CONTRACTOR will provide Neuropsychological Testing to establish diagnosis when cognitive difficulties begin to impair functionality and when it is unclear what is causing these deficits. CONTRACTOR will evaluate a client's brain health and behavior through a series of assessments.

a. Cognitive deficits may be due to a wide variety of diagnoses, including without limitations:

- i. Psychiatric disorders
- ii. Substance use disorders
- iii. Neurodegenerative diseases
- iv. Acquired brain injuries
- v. ADHD assessment
- vi. Autism spectrum assessment

B. CONTRACTOR agrees to and will provide three levels of Treatment Services for psychiatric treatment based on client's evaluation performed by CONTRACTOR's subcontractor, Coastal Turning Point Billing for all services

provided by CONTRACTOR's subcontractor will be processed by CONTRACTOR per CONTRACTOR's agreement with subcontractor. COUNTY will not be required to work directly with CONTRACTOR's subcontractor at any time. Notwithstanding Section 2 of Exhibit C, CONTRACTOR will indemnify, defend, and hold harmless COUNTY including without limitations, its officers, agents, employees, and volunteers from and against all fees, charges, costs, and invoices required to be paid with respect to CONTRACTOR's subcontractor engaged in the performance of this Agreement. CONTRACTOR will work closely with COUNTY to determine which program is best considering circumstances. The three levels of Programs are Residential treatment (RTC), Partial Hospitalization Program (PHP) and an Intensive Outpatient Program (IOP). Services are summarized below:

**8. Mental Health (MH) RTC Services**

CONTRACTOR may provide Residential Treatment for clients requiring a more intensive level of care and support. Programming is expected to be an average of four (4) to (8) weeks for successful discharge. Termination may occur when clients are unable to resolve their identified issues or make progress toward achieving treatment goals within the RTC level of care. When client's symptoms do not improve, intensify, or new symptoms appear, CONTRACTOR will facilitate referral to a different, appropriate level of care.

This program will serve the adult population, eighteen (18) years old and older with severe mental health issues, including without limitations:

- i. Depression
- ii. Bipolar disorder
- iii. Anxiety (who may exhibit maladaptive behaviors including without limitations withdrawal from activities of daily living, poor sleep hygiene or self-destructive behaviors such as self-harm)
- iv. Schizoaffective disorder
- v. Obsessive Compulsive Disorder
- vi. Schizophrenia

b. MH RTC Treatment to include:

- i. Individual Therapy
- ii. Family Therapy
- iii. Group Therapy
- iv. ACT Therapy
- v. Life Skills
- vi. Healthy Relationships
- vii. Biofeedback
- viii. Meditation
- ix. Aftercare

- x. DBT Skills Training
- xi. CBT Skills Training
- xii. Medication management with psychiatric provider one to two (1-2) times a week (if appropriate)
- xiii. 24/7 supervision and support

c. Adjust Services Provided:

- i. Additional Individual, Couple, or Family Sessions
- ii. Weekly Psychiatric Treatment (required)

9. MH IOP Adults and Teens (separate groups)

CONTRACTOR may provide the IOP designed to be 3-5 days per week based on medical necessity to provide a strong supportive environment to prevent and reduce psychiatric hospitalizations as well as emergency psychiatric care for clients with chronic panic attacks, suicidal ideation and suicide attempt The average duration of the program is twelve (12) to sixteen (16) weeks.

This program will serve the population thirteen (13) years old and older with severe mental health issues including without limitations:

- a. Depression
- b. Bipolar disorder
- c. Anxiety (who may exhibit maladaptive behaviors such as withdrawal from activities of daily living, poor sleep hygiene or self-destructive behaviors such as self-harm)

MH IOP Treatment to include:

- a. Individual Therapy
- b. Family Therapy
- c. Group Therapy
- d. CBT Skills Training
- e. DBT Skills Training
- f. Meditation
- g. Biofeedback
- h. Life Skills
- i. ACT Therapy
- j. Medication Monitoring
- k. Meditation
- l. Aftercare (if possible, the aftercare will be provided in the outpatient clinic within the organization and will include coordination of care with providers within and outside of the organization whereas the continuity of care is assured)

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions

b. Weekly Psychiatric Treatment (required)

**10. Weekly Psychiatric Treatment (required) MH PHP Adults and Teens (separate groups)**

CONTRACTOR may provide the PHP for Mental Health Primary based on medical necessity. This program is best for those who have been discharged from hospital or residential level of care and need significant oversight for medication adjustments and Cognitive Behavior Therapy (CBT) and Dialectic Behavior Therapy (DBT) treatment. It is also appropriate for individuals attempting to avoid hospitalization but still need significant daily support, structure and education in understanding and treating their disorder. The program is designed to be 5-6 hours pr day, 5 days per week. Two (2) to Four (4) week stays are recommended and most common. The program is comprised of group from 9:30am 3:30pm (Pacific Standard Time) Monday through Friday. Clients will be seen individually 2-4 times per week for therapy and adjunct services. Clients will be seen by the psychiatrist weekly.

This program will serve the population thirteen (13) years old and older with severe mental health issues, including without limitations:

- a. Depression
- b. Bipolar disorder
- c. Anxiety (who may exhibit maladaptive behaviors including without limitations withdrawal from activities of daily living, poor sleep hygiene or self-destructive behaviors such as self-harm)

MH PHP Treatment to include:

- a. Individual Therapy
- b. Family Therapy
- c. Group Therapy
- d. ACT Therapy
- e. Life Skills
- f. Healthy Relationships
- g. Social Media and Mental Health
- h. Relapse Prevention
- i. Biofeedback
- j. Meditation
- k. Aftercare
- l. DBT Skills Training
- m. CBT Skills Training

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions
- b. Weekly Psychiatric Treatment (required)

CONTRACTOR agrees to and will provide specialized eating disorder treatment through the following modalities for COUNTY approved clients: Residential Treatment Center (RTC), Partial Hospitalization Program (PHP), and Intensive Outpatient Program (IOP). Services are summarized below (locations listed in ATTACHMENT A-1):

**11. EDO Residential Treatment Center (RTC)**

CONTRACTOR may provide Residential Treatment for clients requiring a more intensive level of care and support. Programming is expected to be an average of six (6) to 12 weeks for successful discharge. Termination may occur when clients are unable to resolve their identified issues or make progress toward achieving treatment goals within the RTC level of care. When client's symptoms do not improve, intensify, or new symptoms appear, CONTRACTOR will facilitate referral to a different, appropriate level of care.

This program will serve the population thirteen (13) years old and older with severe mental health issues, including without limitations:

- a. Anorexia
- b. Bulimia
- c. Binge eating disorder, and other non-specified eating disorders

Treatment will include:

- a. Individual therapy two (2) times a week
- b. Family therapy weekly
- c. Group therapy daily
- d. Family education group weekly
- e. Three (3) therapeutically supported meals and three (3) snacks daily
- f. Individual nutrition counseling weekly
- g. Nutrition Education groups
- h. Daily vitals and weight check
- i. Medical physical exam one to two (1-2) times a week
- j. Medication management with psychiatric provider one to two (1-2) times a week (if appropriate)
- k. Daily medication dispensation (if appropriate)
- l. Daily medication monitoring for symptoms related to malnutrition, refeeding syndrome, etc. (if appropriate)

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions
- b. Weekly Psychiatric Treatment (required)

1. Adult and Teens (separate groups) EDO IOP

CONTRACTOR may provide the EDO Intensive Outpatient Program designed to be a minimum of three (3) hours of services each day, for five (5) days per week, to provide a strong supportive environment to prevent and reduce hospitalizations as well as emergency care for clients suffering from emotional and physical consequences of having an eating disorder. The average duration of the program is twelve to sixteen (12-16) weeks.

This program will serve the population thirteen (13) years old and older diagnosed with eating disorder, including without limitations:

- a. Anorexia
- b. Bulimia
- c. Binge eating disorder, and
- d. Other non-specified eating disorders

EDO IOP Treatment to include:

- a. Individual Therapy
- b. Family Therapy
- c. Group Therapy (DBT, ERP, CBT and more)
- d. Exposure Therapy
- e. Family Psycho-Education
- f. Medication monitoring Vitals check two times per week
- g. One (1) therapeutically supported meal and one (1) snack daily
- h. Eating Disorder Recovery and Nutrition groups
- i. Nutritional Rehabilitation and Education
- j. Individual nutrition counseling with Registered Dietician weekly.
- k. Support and Coordination to ensure medical follow up by doctors and/or nurse practitioners to keep track of psychological impacts eating disorders have on a body
- l. Aftercare (coordination of care with providers within and outside of the organization whereas the continuity of care is assured)

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions
- b. Weekly Psychiatric Treatment (required)

2. EDO PHP Adult and Teens (separate groups)

CONTRACTOR may provide the PHP for EDO based on medical necessity. This program is best for those who have been discharged from hospital or residential level of care and need significant oversight for medication adjustments and Cognitive Behavior Therapy (CBT) and Dialectic Behavior Therapy (DBT) treatment. It is also appropriate for individuals attempting to avoid hospitalization but still need significant daily support, structure and education in understanding

and treating their disorder. Two (2) to Four (4) week stays are recommended and most common. The program is comprised of group from 12:30pm-7:00pm (Pacific Standard Time) Monday through Friday. Clients will be seen individually One (1) to Three (3) times per week for therapy and adjunct services. Clients will be seen by the psychiatric nurse practitioner weekly.

EDO PHP Treatment to include:

- a. Individual Therapy
- b. Family Therapy
- c. Group Therapy (DBT, CBT, ERP, Mindfulness and more)
- d. Exposure Therapy
- e. Family Psychoeducation
- f. Vitals check 2 times per week
- g. Two (2) therapeutically supported meals and one (1) snack daily
- h. Eating Disorder Recovery and Nutrition groups
- i. Nutritional Rehabilitation and Education
- j. Individual nutrition counselling with Registered Dietician weekly
- k. Support and Coordination to ensure medical follow up by doctors and/or nurse practitioners to keep track of psychological impacts eating disorders have on a body
- l. Aftercare (coordination of care with providers within and outside of the organization whereas the continuity of care is assured)
- m. Medication Monitoring

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions
- b. Weekly Psychiatric Treatment (required)

CONTRACTOR agrees to and will provide two levels of Outpatient Services for Substance Abuse treatment based on COUNTY approved client's evaluation. CONTRACTOR will work closely with COUNTY to determine which program is best considering circumstances. The two levels of Outpatient Programs are Intensive Outpatient Program (IOP) and Partial Hospitalization Program (PHP). Services are summarized below:

1. Adult and Teens (separate groups) Substance Use Disorder (SUD) IOP  
CONTRACTOR may provide the SUD IOP designed to be a minimum of three (3) hours of services each day, for three to five (3-5) days per week, to provide a strong supportive environment to prevent and reduce SUD, relapse, detoxification services and residential treatment. The average duration of the program is eight (12-16) weeks.

This program will serve the population thirteen (13) years old and older diagnosed with SUD, and / or Co-occurring Disorders.

SUD IOP Treatment includes:

- a. Individual Therapy
  - b. Group Therapy
  - c. Addiction Education
  - d. Behavioral Therapy
  - e. Drug Testing
  - f. Life Skills
  - g. Healthy Relationships
  - h. Relapse Prevention
  - i. biofeedback
  - j. Mindfulness
  - k. Aftercare
  - l. DBT Skills Training
  - m. CBT Skills Training
  - n. Adjunct Services Provided:
    - o. Additional Individual, Couple, or Family Sessions
    - p. Weekly Psychiatric Treatment as needed
    - q. Medication Assistance Treatment as needed
2. Adult and Teens (separate groups) SUD PHP  
CONTRACTOR may provide the SUD PHP designed to be a minimum of 5-6 hours of services each day, for three to five (5) days per week, to provide a strong supportive environment to prevent and reduce SUD, relapse, detoxification services and residential treatment. The average duration of the program is eight (2-5) weeks.

This program will serve the population thirteen (13) years old and older diagnosed with SUD, and / or Co-occurring Disorders.

SUD PHP Treatment Includes:

- a. Individual Therapy
- b. Group Therapy
- c. Addiction Education
- d. Behavioral Therapy
- e. Drug Testing
- f. Life Skills
- g. Healthy Relationships
- h. Relapse Prevention
- i. biofeedback
- j. Mindfulness
- k. Aftercare

- I. DBT Skills Training
- m.CBT Skills Training

Adjunct Services Provided:

- a. Additional Individual, Couple, or Family Sessions
- b. Weekly Psychiatric Treatment as needed
- c. Medication Assistance Treatment as needed

C. Coordination with Treatment Team

COUNTY approved clients referred for RTC, PHP, or IOP services will be open to outpatient services at time of referral and will have an existing treatment team that will serve the client upon completion of CONTRACTOR's specialized treatment. CONTRACTOR will provide regular updates to COUNTY to ensure coordination of care, to include without limitation sharing updates on treatment progress, planned discharge timelines, and/or proposed transitions in level of care.

Discharge/Removal

1. Planned discharge:

CONTRACTOR will assist the client and family/support network (inclusive of external treatment team) in developing an after-care plan and work to assure follow-through after discharge. CONTRACTOR will provide the client, family (as indicated), and the client's after-care team with the appropriate information to ensure continuity of care. The discharge plan should adequately inform the client, the family (as indicated), and the client's receiving team the level of care recommended for the client.

The discharge plan developed during the client's treatment will consist of:

- a. Level of care recommended, based on current risk assessment.
- b. Specific recommendations for follow-up treatment.
- c. Medication education.
- d. Providers names and contact information for follow-up appointments.
- e. For children and adolescents: Parents/guardians will be involved in discharge planning. School follow-up is addressed as appropriate.

CONTRACTOR will provide after-care providers with a copy of the discharge summary upon written consent of client within a timely manner after discharge.

2. Unplanned Discharge:

Emergency discharge or removal occur only if the client's weight and vitals are unstable and pose risk to the client's own safety and health. CONTRACTOR will contact the parents/guardians (for children and adolescents) and the client's treatment team to alert them immediately that the client must go to the hospital.

Other means for emergency discharge or removal will occur if a client is unable to follow program guidelines, has become a risk to their own safety, (suicide intent) or if the client is aggressive and violent towards CONTRACTOR and other clients.

**ATTACHMENT 1****Service Locations:**

<b>Main Clinic</b>	<b>4850 Union Ave San Jose, CA 95124</b>
<b>Mailing Address</b>	<b>4850 Union Ave San Jose, CA 95124</b>
<b>Testing Site</b>	<b>4850 Union Ave San Jose, CA 95124</b>
<b>Partial Hospitalization Program &amp; Intensive Outpatient Program</b>	<b>482 W San Carlos St. San Jose, CA 95110-2627</b>
<b>Partial Hospitalization Program &amp; Intensive Outpatient Program</b>	<b>2542 S Bascom Ave, Ste 100 Campbell, CA 95008-5541</b>
<b>Residential Treatment Center</b>	<b>1551 Hamilton Ave. San Jose, CA 95125-4540</b>
<b>Residential Treatment Center</b>	<b>1534 San Andreas Ave San Jose, CA 95125-4540</b>
<b>Coastal Turning Point</b>	<b>129 River Street South, Ste. 234A Santa Cruz, CA 95060</b>

**COUNTY OF SANTA CRUZ**

**EXHIBIT B – Budget, Fiscal and Payment Provisions**

**1. Compensation**

- A. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR based on a negotiated rate per client based on client’s participation in program categorized by type of services relevant to required level of care required for client and shall be compensated accordingly based on facility rates in the table below. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Agreement as requested by COUNTY including without limitation reimbursement for materials needed to perform these services.
  
- B. COUNTY will pay CONTRACTOR for services provided in accordance with the following rate schedule for COUNTY approved clients/services:

Facility Rates:

<u>Services</u>	<u>Rate</u>
Residential Treatment (RTC) Eating Disorders and Mental Health	\$1,800 / day
Initial Therapist Evaluation to determine treatment recommendations	\$180 / session
Additional Individual psychotherapy 60 mins	\$150 / session
Adolescent and Adult Mental Health PHP Substance Use Disorder PHP	\$1,000 / day
Adolescent and Adult Mental Health IOP Substance Use Disorder IOP	\$600 / day
Adolescent and Adult Eating Disorder PHP	\$1,200 / day
Adolescent and Adult Eating Disorder IOP	\$750 / day

For internal use only. Revisions may be made to address account code changes and/or typographical errors.									
Suffix	01	02	03						
GL Key	363149	363140	363301						
GL Obj	62367	62367	62367						
JL Key	H48008								
Total Amount	NA – Rate Agreement								

Initial Psychiatric Evaluation to determine eligibility for Therapeutic Repetitive Transcranial Magnetic Stimulation (TMS) Treatment	\$600 / day
Initial TMS Treatment (2 treatments required)	\$1,000 / day
Subsequent Delivery and Management TMS Treatment (36 sessions needed)	\$600 / session
Adolescent IOP for MH	\$600 / day

Neuropsychological / Psychological Testing Rates:

<u>Testing Type</u>	<u>Rate Per Evaluation</u>
Single Diagnostic Question Psychological Evaluation	\$5,000
Multiple Diagnosis Evaluation	\$8,000

**2. Payment Terms**

CONTRACTOR will invoice in the format and in the manner required by COUNTY. Invoices at a minimum will include the following: invoice date, invoice number, remit to address including vendor name, agreement number, date(s) of service (if applicable), description of services rendered, and total due. COUNTY will pay CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.

Remit all invoices to: [hsamhinvoices@santacruzcountyca.gov](mailto:hsamhinvoices@santacruzcountyca.gov)

**3. Budget Control**

Budget modification(s) may be requested in writing by CONTRACTOR to COUNTY and are subject to prior review and written approval by COUNTY. Any change to the compensation total, if applicable, shall require a contract amendment and may be subject to COUNTY Board of Supervisor approval.

## COUNTY OF SANTA CRUZ

### EXHIBIT B1 - ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS (MENTAL HEALTH SERVICES)

#### 1. DEFINITIONS

- A. Net Agreement Amount: Negotiated Agreement maximum amount COUNTY may reimburse CONTRACTOR.
- B. Budget Grid: Service Agreement Budget pages of Exhibit B to this Agreement.
- C. Agreement Cost Per Unit: Negotiated/established cost per unit of service as stated on the "AGREEMENT COST PER UNIT" line on the Budget Grid.
- D. Reimbursement Type: Reimbursement mechanism negotiated with CONTRACTOR and identified on "Reimbursement Type" line on Budget Grid as either:
  - 1. **COST**, in which CONTRACTOR is reimbursed based on actual program costs,
  - 2. **FEE FOR SERVICE (FFS) RATE**, in which CONTRACTOR is reimbursed based on the contracted established cost per unit rate for Med-Cal services,  
or
  - 3. **RATE**, in which CONTRACTOR is reimbursed based on the contracted negotiated rate for non-Medi-Cal services.
- E. Indigent Units of Service: Indigent Units are defined as units of service that are delivered to clients who are not enrolled in the Medi-Cal programs or have no other insurance coverage.

#### 2. ACCOUNTS RECEIVABLE

In the event that CONTRACTOR or COUNTY terminates this Agreement, COUNTY shall retain its interest in the accounts receivable which were a result of CONTRACTOR's Bronzan-McCorquodale eligible service and/or conducting business under this Agreement. The accounts receivable shall either be assigned to COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

CONTRACTOR shall submit audited financial reports specific to this Agreement on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards (42 Code of Federal Regulations (CFR) 438.3(m)).

#### 3. PAYMENTS

- A. Form, Certification and Timeliness: CONTRACTOR shall certify each claim/invoice submitted to COUNTY by including the following statement on each claim/invoice and signed by CONTRACTOR's officer: "The claimant, under penalty of perjury, states: That this claim/invoice and the items as therein set out are true

and correct, that no part thereof has been heretofore paid, that the amount therein is justly due, and the claim is presented within one year after the last item thereof has accrued.”

COUNTY agrees to pay CONTRACTOR in a timely manner, no later than thirty (30) calendar days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR’s claim as correct or valid, COUNTY will provide notice to CONTRACTOR within one (1) business day of such determination.

**B. Payment in Arrears:**

1. Actual Costs in Arrears: CONTRACTOR’s monthly claim in arrears for reimbursement from COUNTY shall be itemized as follows: (1) all of CONTRACTOR’s actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost reimbursement services, and/or (2) units of service provided for the particular claim month for FFS RATE and/or RATE based services.
  - a. Total Agreement Units of Service, Agreement Medi-Cal Units, Agreement Indigent Units and Agreement Maximum Indigent Units shall be negotiated for each program component identified on the Budget Grid of Exhibit B with Reimbursement Type of FFS RATE and/or RATE.
  - b. Agreement Maximum Indigent Units: Agreement Indigent Units are defined as units of service that are delivered to clients who are not enrolled in the Medi-Cal programs or have no other insurance coverage. CONTRACTOR shall not receive reimbursement for any units of service delivered to indigent clients in excess of the number of units of service specified in Agreement Maximum Indigent Units by program component.
  
2. Fixed Payments in Arrears for COST Reimbursement Type Services: When monthly fixed payments in arrears are requested by CONTRACTOR for COST reimbursement type services, CONTRACTOR will invoice COUNTY in arrears a fixed amount up to 1/12<sup>th</sup> of the Agreement Maximum for those services, and are subject to adjustment per review of actual costs and/or units of service provided as set forth below in Section C.3 “Performance Review Limitations.” FFS RATE and RATE reimbursement type services are not eligible for Fixed Payments in Arrears.
  
3. Amounts: The Budget Grid of Exhibit B of this Agreement will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE or RATE. For COST reimbursement, CONTRACTOR’s monthly claim in arrears shall be limited in amount to allowable costs. For FFS RATE/RATE reimbursement type, CONTRACTOR’s monthly claim in arrears shall be limited in amount to

allowable units of service delivered at the Agreement Cost Per Unit rate specified on the Budget Grid of Exhibit B.

4. Agreements on the COUNTY's Continuing Agreements List (CAL) identified as CAL Section II and/or III: For the forthcoming fiscal year for the period covering July through August, COUNTY agrees to reimburse CONTRACTOR's claims for this period in an amount not to exceed 2/12<sup>th</sup> of the prior year Agreement amount or 2/12<sup>th</sup> of the proposed new year Agreement amount, whichever is less or up to 3/12<sup>th</sup> with consultation and documented approval of the department's County Administrative Office Analyst and the Auditor-Controller management of the lesser prior year or new year Agreement amount. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. Upon execution of a renewed agreement for the forthcoming year, COUNTY will provide reimbursement in arrears commensurate with allowable costs and units of service delivered and shall include, if appropriate, adjustment for each of the months of July and August (and September, if applicable).

**C. Advance Payment for COST Reimbursement Type Services:**

1. Conditions: When a Non-profit, community-based organization granted tax-exempt status under Internal Revenue Code Section 501 requires payment advances for COST reimbursement type services, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. Evidence of such shall be retained in the department files. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs. FFS RATE and RATE reimbursement type services are not eligible for Advance Payment.
2. Amounts: When advances for COST reimbursement type services are requested by CONTRACTOR under this Agreement, COUNTY agrees to provide CONTRACTOR with a one-time advance for the forthcoming fiscal year in an amount equal to 2/12<sup>th</sup> of the new year total Agreement amount or 2/12<sup>th</sup> of the prior year total Agreement amount, whichever is less. The proposed new year amount shall not exceed the value shown in the COUNTY's CAL as approved by the COUNTY's Board of Supervisors during the final day of budget hearings, typically at the end of June. The objective of the advance for COST reimbursement type services is to provide working capital for local non-profits for the provision of COST reimbursement type services contracted. Upon execution of a renewed Agreement for the forthcoming year, CONTRACTOR will invoice in arrears for actual COST reimbursement type services provided starting with the month of July. Reconciliation of actual costs and/or units of service provided against the advance payment will start at the latest with the

service month of April forward and will be subject to payment adjustment. Invoices for the months of April, May, and June may be reduced for CONTRACTOR to repay COUNTY any unearned amount of the Advance payment.

3. Performance Review Limitations:

- a. Overview: If COUNTY makes advance payments or fixed payments to CONTRACTOR for services under terms of this Agreement, COUNTY will review CONTRACTOR's performance progress with the intent to reduce payments in proportion to the value of services falling behind Agreement expectations. COUNTY shall review CONTRACTOR's progress on an "as needed" basis but not less than twice each fiscal year, typically in February and again in April.
- b. Defined Performance Expectations: The Budget Grid of Exhibit B of this Agreement will specify the type of payment modality for each type of service (program component) delivered by CONTRACTOR. Each program component shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE, or RATE. For performance review purposes, the following percentages of completion are expected for each program component under the following Reimbursement Types:
  1. COST incur a minimum of 90% of budgeted expenditures; and
  2. FFS RATE/RATE provide a minimum of 95% of budgeted total units of service
- c. Method: COUNTY performance reviews shall compare the Net Agreement Amount value of (a) fiscal year-to-date total units of service provided by CONTRACTOR and/or fiscal year-to-date costs incurred by CONTRACTOR, to (b) prorated budget data. Year-to-date units shall be based on data entered into the COUNTY's management information system, and year-to-date costs shall be based on CONTRACTOR expenditure reports. Prorated budget data shall be based upon the Budget Grid for corresponding year-to-date period of time applied by expected percentages of completion as identified in paragraph 3.b. of this Section. COUNTY's review will compare CONTRACTOR's performance prorated budget for each program component. If the Net Agreement Amount value of performance measured in aggregate for each Budget Grid is at or above the prorated budget including estimated Budget Transfer amounts agreed upon in writing between CONTRACTOR and COUNTY, then COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR and, as applicable, restore previous reductions. If the Net Agreement Amount value of performance measured in aggregate for each Budget Grid is below the prorated budget, COUNTY will reduce the next monthly claim submitted by CONTRACTOR. This reduction shall be equal to the dollar

value of the performance shortage through the end of the month for which the claim is being evaluated, and, if applicable, include adjustment from previous review reductions. Unreconciled units of service will be addressed in subsequent invoices, subsequent reviews, and year-end reconciliation.

**4. PROVIDER OVERPAYMENT**

CONTRACTOR agrees to ensure Program Integrity and will comply with 42 CFR Section 438.608 related to return of overpayments, and related to issues of potential fraud, waste, or abuse. CONTRACTOR agrees to ensure Program Integrity (Fraud Waste and Abuse protection) by reimbursing COUNTY for all audit exceptions and disallowances, which are determined by the COUNTY'S Director of Behavioral Health or their designee to be the responsibility of CONTRACTOR from either: 1) State audits (Fiscal & Quality Assurance); 2) COUNTY Quality Improvement Committee/Utilization Review (UR) denials; or 3) CONTRACTOR internal audit practices.

Reimbursement shall be made within thirty (30) calendar days of the disallowance, unless CONTRACTOR chooses to appeal pursuant to State Medi-Cal procedures, or unless COUNTY defers payment until year-end reconciliation. When the outcome of appeal is determined, final due amount shall be made to COUNTY within thirty (30) calendar days.

**5. MENTAL HEALTH SERVICES ACT (MHSA) COMPLIANCE**

CONTRACTOR will comply with all MHSA laws, rules, and regulations established by the State Department of Health Care Services (DHCS) including but not limited to reporting requirements.

**6. REQUIRED REPORTS AND PAYMENTS**

CONTRACTOR will submit all required reports identified in this Agreement including but not limited to Performance Measures/Outcomes Reports and MHSA reports. Failure to submit any of the required reports will result in withholding of payment of up to 5% of Agreement maximum amount. Withheld payments will be transmitted to CONTRACTOR upon compliance with reporting requirements.

**7. QUALITY IMPROVEMENT REVIEW AND DISALLOWANCES**

As referenced in Exhibit D, Section 5 "QUALITY IMPROVEMENT PARTICIPATION," CONTRACTOR will participate in the Quality Improvement Program. With regard to any quality review of consumer records and services that are determined to be disallowed, COUNTY will issue a notice of intent to disallow claims payments and recoup denied claims as follows:

**A. Notice of intent to disallow claims payments:**

1. At any time during the effective dates of this Agreement, COUNTY may issue CONTRACTOR a written notice of intent to disallow claims payments associated with the delivery of services based on CONTRACTOR's failure to

comply with documentation requirements specified in State and Federal regulations.

- a. The failure to comply with these requirements shall be based on quality assurance reviews conducted by COUNTY.
  - b. Before issuing a notice of disallowance, COUNTY shall provide CONTRACTOR an opportunity to rectify the disallowed documentation, within seven (7) business days of receiving the notice of disallowance, if permissible under State and Federal regulations.
2. A notice of intent to disallow claims payments is the result of a quality assurance audit on the documentation provided by CONTRACTOR for the provision of clinical services.
- a. The purpose of the notice is to notify CONTRACTOR as early as practicable during the Agreement period that the claims payment is considered unallowable under the Agreement terms and to provide for timely resolution of any resulting disagreement.
  - b. In the event of disagreement, CONTRACTOR may submit to COUNTY a written response substantiating why the claims payment should be allowed.  
  
(1) Any such response shall be answered by withdrawal of the notice or by COUNTY making a written decision within ten (10) calendar days.
3. At a minimum, the notice of disallowed claims payments shall:
- a. Describe the specific claims payments to be disallowed, including estimated dollar value by claim and applicable time periods, and state the reasons for the intended disallowance;
  - b. State the notice effective date and the date by which written response must be received;
  - c. List the recipients of copies of the notice; and
  - d. Request CONTRACTOR acknowledge receipt of the notice.

**B. Recoupment of denied claims:**

1. On a quarterly basis, during the months of October, January, April and July, CONTRACTOR's invoice to COUNTY shall reflect a credit for the disallowed claims payment amount.

2. Recoupment for disallowed claims payments shall be based on the current contracted rates between COUNTY and CONTRACTOR in effect for the Agreement period.
3. COUNTY shall not reimburse CONTRACTOR for any final disallowed claims payments in the final year-end reconciliation for the fiscal year.
  - a. All disallowed claims payments will be excluded from the year-end reconciliation.

## 8. YEAR-END RECONCILIATION

**A. Overview:** During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts earned by CONTRACTOR for the program components specified on the Budget Grid of Exhibit B of this Agreement up to the Agreement maximum amount. Phases of reconciliation are listed below in chronological order.

**B. COUNTY Performance Review:** The first reconciliation payment adjustment is performed by COUNTY, as applicable, on an “as needed” basis but not less than twice each fiscal year and is intended to reduce payment for units of service and/or costs that are less than the contracted amounts shown on the Budget Grid. Section 3.C.3 Performance Review Limitations describes in detail the procedure followed by COUNTY.

Timeline: Typically occurs, at minimum, once in February when six (6) months of data are available, and once in April when nine (9) months of data are available.

**C. COUNTY Year-End Reconciliation:** At the subsequent time when all the COUNTY's outstanding claims for payment from Short-Doyle/Medi-Cal are paid to COUNTY by the State, approximately six (6) to twelve (12) months following the close of the fiscal year, a year-end reconciliation will be administered by COUNTY. DHCS may, prior to completing payment to COUNTY of all outstanding COUNTY's claims, allow or disallow additional units previously submitted by COUNTY on behalf of the CONTRACTOR's Legal Entity. COUNTY may choose to appeal the DHCS disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Upon completion of year-end reconciliation, CONTRACTOR shall submit a claim for any amounts due from COUNTY, or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amount.

Timeline: No later than six (6) to twelve (12) months following the close of the COUNTY's fiscal year.

**E. CONTRACTOR Appeal Rights:** If CONTRACTOR disagrees with an audit finding made against it pursuant to Exhibit C, Section 14, CONTRACTOR may appeal that decision to the Behavioral Health Services Director or their designee for a review of the disputed finding. CONTRACTOR may further appeal the decision of the

Behavioral Health Services Director to the Health Services Agency Director who shall have final authority to determine CONTRACTOR's responsibility related to an audit finding. CONTRACTOR shall file their appeal within thirty (30) calendar days from the date of notification of the audit findings.

## 9. RECONCILIATION LIMITATIONS

**A. Overview:** The Budget Grid of Exhibit B of this Agreement will specify the type of payment modality for each type of service delivered by CONTRACTOR. Service modalities (program components) shall be identified on the Budget Grid as Reimbursement Type COST, FFS RATE or RATE. Each of these reimbursement types uniquely affects the reconciliation amount for services provided within each program component.

**B. COST Reimbursement Type:**

For each program component identified as COST reimbursement type, CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for services delivered, up to the Net Agreement Amount for that program component, unless otherwise limited by other provisions in this Exhibit.

**C. FFS RATE Reimbursement Type:**

Allowable Units of Service for reconciliation shall be defined as the number of units entered into the COUNTY's management information system that are not denied through any process including COUNTY UR, State of California or Federal audit or disallowment.

**D. RATE Reimbursement Type:** Allowable Units of Service for reconciliation shall be defined as number of units not denied through any other process, including COUNTY UR, State of California, or Federal audit or disallowment.

## 10. ADDITIONAL BUDGET CONTROLS

**A. Funds Not Allowed to Transfer:** Unless otherwise specifically allowed in Exhibit B, grants and pass through funds are not allowed to be transferred between Program Components and are thereby "locked down" and excluded from the Net Agreement Amount when applying a transfer provision.

Furthermore, excluding FFS programs, positions funded at a level equal to or greater than 75% of the total position (e.g., one full-time equivalent) cost are prohibited to work in another program or bill other revenue sources for more than the balance of the total costs of the position without prior approval from COUNTY.

**B. Funds with Transfer Limitations:** MHSA funds may only be transferred to other MHSA funded program components with prior written approval from COUNTY.

**C. Agreement Amendment:** If the Agreement maximum compensation is reached for any given program budget, COUNTY and CONTRACTOR will discuss whether

to increase the Agreement maximum compensation, transfer funds between program, or reduce services.

## COUNTY OF SANTA CRUZ

### EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this Agreement at any time by giving thirty (30) calendar days' written notice to the other party.
  
2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  
  - B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents engaged in the performance of this Agreement (including without limitation unemployment insurance, social security, and payroll tax withholding).
  
3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurance carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Agreement. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Contractor's Protective

Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

**A. TYPES OF INSURANCE AND MINIMUM LIMITS**

1. Workers' Compensation Insurance in the minimum statutory required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

**B. OTHER INSURANCE PROVISIONS**

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the first effective date of Agreement as written on the signature page of this Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed reasonable.
2. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01

and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

3. All required policies shall be endorsed to contain the following clause: *“This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (ten (10) calendar days for nonpayment of premium) has been given to:*

**County of Santa Cruz  
Health Services Agency  
Attn: HSA Fiscal - Claims  
1080 Emeline Avenue  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days’ notice (ten (10) calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Agreement.

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz  
Health Services Agency  
Attn: HSA Fiscal - Claims  
1080 Emeline Avenue  
Santa Cruz, CA 95060**

5. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B.** If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
  2. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with COUNTY.
  3. CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any COUNTY employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

By their signatures to this Agreement, each of the undersigned certifies that it is their considered judgment that CONTRACTOR engaged under this Agreement is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.
8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than ten (10) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. Upon request by COUNTY, CONTRACTOR shall produce said retain records for COUNTY inspection and/or copying. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of ten (10) years after final payment under this Agreement.
9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** If initialed by COUNTY in Exhibit X, Paragraph 3, then this Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Agreement will be considered a material breach, and may result in termination of the Agreement and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

11. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Agreement has been signed by all parties, if the total compensation identified in this Agreement is greater than \$200,000, this Agreement is not binding on any party until the Agreement has been approved by the Santa Cruz County Board of Supervisors.
12. **MISCELLANEOUS.** This written Agreement, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Agreement. The parties agree that this written Agreement supersedes any previous written or oral agreements between the parties, and any modifications to this Agreement must be made in a written document signed by all parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
13. **FINANCIAL REPORTING FOR 501(c)(3) NONPROFIT AGENCIES.**
  - A. Within one hundred eighty (180) calendar days of the end of each of CONTRACTOR's fiscal years occurring during the term of this Agreement, CONTRACTOR shall provide the Agreement Administrator with two copies of Financial Statements relating to the entirety of CONTRACTOR's operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Agreement Administrator will forward one copy of the financial statements to the County Auditor-Controller-Treasurer-Tax Collector.
    1. For the purposes of this paragraph, "CONTRACTOR's fiscal year" shall be that period CONTRACTOR utilizes for its annual budget cycle.
    2. The Agreement Administrator with concurrence of the County Auditor-Controller-Treasurer-Tax Collector may agree to extend the deadline for the Financial Statements required by this paragraph.
    3. In the sole discretion of COUNTY, the requirements of this paragraph may be exempted where the Agreement Administrator and the County Auditor-Controller-Treasurer-Tax Collector ascertain that such reporting is not essential, and does certify to its inapplicability by initialing in Exhibit X, Paragraph 4.
  - B. CONTRACTOR shall make a good faith effort to provide the Agreement Administrator with timely notice of any event or circumstance that materially impairs CONTRACTOR's financial position or substantially interferes with CONTRACTOR's ability to offer the services it has agreed to provide as set

forth in this Agreement. The Agreement Administrator shall notify the Auditor-Controller-Treasurer-Tax Collector of any impairment upon being notified by CONTRACTOR.

C. For audit authority of the Auditor-Controller-Treasurer-Tax Collector refer to the paragraph on "Retention and Audit of Records."

**14. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.**

CONTRACTOR is responsible for knowledge of, and compliance with, all County, State, and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the County, State, or Federal audit agency.

**15. POLITICAL ACTIVITIES PROHIBITED.**

CONTRACTOR agrees to comply with all provisions of the Hatch Act (Title 5 USC, Sections 1501-1508). This includes but is not limited to the provision that none of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electorate.

**16. LOBBYING.**

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).

**17. CONFORMANCE TO REGULATIONS.**

CONTRACTOR shall perform duties under this Agreement in conformance with applicable Federal, State, and local rules and regulations, including applicable facility and professional licensure and/or certification laws. CONTRACTOR shall conform to all provisions of the False Claims Acts including but not limited to 31 USC, Chapter 37, Sections 3729-3733 of the Federal False Claims Act, and Government Code Sections 12650-12656 (State False Claims Act).

**18. CONFORMANCE TO LAW.**

CONTRACTOR shall comply with all federal, state and local prevailing laws, rules and regulations pertaining to the implementation, performance, and completion of this Agreement. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Agreement. CONTRACTOR bears sole

responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend, and hold COUNTY harmless for the consequences of any such violation as referenced in Paragraph 2 of this Exhibit.

**19. RESPONSIBILITY FOR INVENTORY ITEMS.**

- A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars (\$300) is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of COUNTY at the termination of this Agreement unless COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan or leased basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) calendar days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
- B. Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

**20. NONDISCRIMINATION IN SERVICES.**

- A. By signing this Agreement, CONTRACTOR certifies under the laws of the State of California that CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

**B.** For the purpose of this Agreement, discrimination on the basis of race, color, creed, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

**C.** CONTRACTOR shall, on a cycle of at least every three (3) years, assess, monitor, and document each subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, gender identity, gender expression, pregnancy, or any other non-merit factor.

CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

**D.** Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

**21. CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY Administrator or their designated representatives, including the Auditor-Controller-Treasurer-Tax

Collector of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

22. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State, and COUNTY requirements. CONTRACTOR agrees to provide COUNTY's Administrator, or their designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
23. **REPORTS.** CONTRACTOR shall submit written reports of operations and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY's Administrator. Submitted electronic written reports shall comply with accessibility standards including Web Content Accessibility Guidelines (WCAG).
24. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent such material in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced under this Agreement.
25. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

26. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR's claim for travel expense for food and lodging must be directly related to this Agreement and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY's Agreement Administrator.
27. **CONTRACTOR PERSONNEL STANDARDS.** CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
28. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
29. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
  - A. In the event that CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) calendar days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
  - B. In the event of a termination pursuant to Paragraph 29.A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 29.A reduced by the amount of damages sustained by COUNTY by reason of such breach.
30. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
31. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year-end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) calendar days after date of said determination.
33. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought

against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

34. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in cross-cultural situations.
35. **VENUE.** Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.
36. **CONSTRUED PURSUANT TO CALIFORNIA LAW.** The parties hereto agree that the provisions of this Agreement shall be governed by and interpreted in accordance with California Law.
37. **MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA).** As applicable to Scope of Services, CONTRACTOR shall: provide information and outreach to individuals and families about Medi-Cal services, refer individuals and families to Medi-Cal eligibility sites, assist individuals and families with aspects of the Medi-Cal application process, assist individuals and families with access to Medi-Cal covered services, assist in referring, monitoring and coordination of care including without limitation transportation, and if necessary, accompany individuals and families to Medi-Cal covered health services. Additionally, CONTRACTOR shall work with community and government agencies to identify and fill gaps in health and Medi-Cal services by collaborating and planning for individuals and families in need of such services and assist in implementation and oversight of Medi-Cal Administrative Activities claims process.
38. **SURVIVAL OF PROVISIONS.** The duties and obligations of the parties set forth in Paragraph 2 – Indemnification for Damages, Taxes, and Contributions, Paragraph 8 – Retention and Audit of Records, Paragraph 21 – Confidentiality of Records, and Paragraph 29.B. – compensation upon termination of this Exhibit shall survive the expiration or termination of this Agreement.
39. **COUNTERPARTS.** This Agreement, and any amendments hereto, may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. Electronic counterparts are equally as valid as duplicate counterparts. The Agreement shall be deemed executed when both parties have signed it.

## COUNTY OF SANTA CRUZ

### EXHIBIT H<sub>2</sub>- HIPAA BUSINESS SERVICES ADDENDUM

#### COUNTY AS COVERED ENTITY

This Business Associate Addendum (“Addendum”) is entered into by and between the COUNTY OF SANTA CRUZ, (hereinafter referred to as “COUNTY”) and CONTRACTOR (hereinafter referred to as “Business Associate”) in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, governing protected health information (“PHI”), as amended from time to time (statute and regulations hereinafter collectively referred to as “HIPAA”).

#### **1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Addendum, Business Associate may use or disclose protected health information only to perform functions, activities or services for or on behalf of COUNTY, as specified in the Agreement, provided that such use or disclosure does not violate HIPAA and its implementing regulations, including but not limited to 45 Code of Federal Regulations (CFR) Parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to COUNTY under the regulations except as authorized for management, administrative or legal responsibilities of Business Associate.

#### **2. Further Disclosure of PHI**

Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

#### **3. Safeguarding PHI**

Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

#### **4. Unauthorized Use or Disclosure of PHI**

Business Associate shall report to COUNTY any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum. Business Associate shall report to COUNTY within twenty-four (24) hours during a work week of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

**5. Agents and Subcontractors of Business Associate**

Business Associate shall ensure that any agent, including a subcontractor, to which Business Associate provides PHI received from, or created or received by Business Associate on behalf of COUNTY, shall comply with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

**6. Access to PHI**

At the request of COUNTY and in the time and manner designated by COUNTY, Business Associate shall provide access to PHI in a Designated Record Set to an Individual or COUNTY to meet the requirements of 45 CFR Section 164.524.

**7. Amendments to Designated Record Sets**

Business Associate shall make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or at the request of the Individual, and in the time and manner designated by COUNTY in accordance with 45 CFR Section 164.526.

**8. Documentation of Uses and Disclosures**

Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

**9. Accounting of Disclosure**

Business Associate shall provide to COUNTY or an Individual, in the time and manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit COUNTY to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

**10. Records Available to County and Secretary**

Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, to COUNTY or to the Secretary of the United State Department of Health and Human Services (Secretary) for purposes of investigating or auditing COUNTY'S compliance with the privacy requirements, in the time and manner designated by COUNTY or the Secretary.

## **11. Destruction of PHI**

Upon termination of this Addendum for any reason, Business Associate shall:

- A.** Return all PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY required to be retained by the Privacy Rule; or
- B.** Return or destroy all other PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY.

This provision shall apply to PHI in possession of subcontractors or agents of Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide COUNTY notification of the conditions that make return or destruction not feasible. If COUNTY agrees that the return of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, or any of its agents or subcontractors, maintains such PHI.

## **12. Amendments to Addendum**

The Parties agree to take such action as is necessary to amend this Addendum as necessary for COUNTY to comply with the requirements of the Privacy Rule and its implementing regulations.

## **13. Mitigation of Disallowed Uses and Disclosures**

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

## **14. Data Aggregation**

Business Associate may provide data aggregation services related to the health care operation of COUNTY.

## **15. Termination of Agreements**

COUNTY shall terminate this agreement upon knowledge of a material breach by Business Associate of which Business Associate fails to cure.

**16. 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 Addendum, 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 employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

**17. No Third-Party Beneficiaries**

Nothing expressed or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**18. Regulatory References**

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

**19. Survival**

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

## Certificate Of Completion

Envelope Id: 44D28100-1467-4A86-A0A7-E83CF0DDED10

Status: Sent

Subject: Contract 25H0367 (24-0922) 01/14/2025 BOS

Source Envelope:

Document Pages: 40

Signatures: 3

Certificate Pages: 5

Initials: 0

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701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

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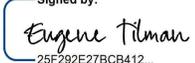
Pool: County of Santa Cruz

Location: DocuSign

## Signer Events

Eugene Tilman  
eug@igtc.net  
Executive Director  
Los Gatos Therapy Center  
Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
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Signature Adoption: Pre-selected Style  
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Signed: 12/20/2024 9:58:09 AM

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John Nguyen  
John.Nguyen@santacruzcountyca.gov  
Lead Assistant County County Counsel  
Security Level: Email, Account Authentication  
(None)

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Gina Occhipinti Borasi  
GINA.BORASI@SANTACRUZCOUNTYCA.GOV  
Risk Manager  
County of Santa Cruz  
Security Level: Email, Account Authentication  
(None)

Signed by:  
  
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Miku Sodhi  
Miku.Sodhi@santacruzcountyca.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/2/2023 11:15:55 PM  
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