



CONTRA COSTA
MENTAL HEALTH
COMMISSION

1340 Arnold Drive, Suite 200
Martinez, CA 94553

Ph (925) 313-9553

Fax (925) 957-5156

cchealth.org/mentalhealth/mhc

**Mental Health Commission
Finance Committee Meeting
Thursday, February 16th, 2023, 1:30-3:00 PM**

Via: Zoom Teleconference:

<https://zoom.us/j/5437776481>

Meeting number: 543 777 6481

Join by phone:

1 669 900 6833 US

Access code: 543 777 6481

The primary role of the Finance Committee is to provide ongoing fiduciary "advisory oversight" responsibility for all aspects of the county Behavioral Health Services (BHS) budget, and to financially advocate for programs that can equitably serve all persons served by BHS.

AGENDA

- I. Call to order/Introductions
- II. Public comments
- III. Commissioner comments
- IV. Chair comments
- V. APPROVE minutes from the January 19th, 2023 Joint Finance/Justice Systems Committee meeting
- VI. REVIEW and DISCUSS the Psynergy Programs Contra Costa (CC) contract with Lynda Kaufmann, Director of Government and Public Affairs and Admissions, Psynergy Programs, Inc.
- VII. REVIEW and DISCUSS the Program & Fiscal Review of the COPE (Counseling Options and Parent Education, Inc.) Family Support Center with Cathy Botello, Executive Director/CFO and Founder, COPE Family Support Center
- VIII. Adjourn

Attachments:

- A. Psynergy Programs CC Contract
- B. COPE Contra Costa Contact
- C. COPE Program & Fiscal Review

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Executive Assistant to a majority of the members of the Mental Health Commission less than 96 hours prior to that meeting are available for public inspection at 1340 Arnold Drive, Suite 200, Martinez, CA 94553, during normal business hours.

The Contra Costa County Mental Health Commission is appointed by the Board of Supervisors to advise them on all matters related to the county's mental health system, in accordance with mandates set forth in the California State Welfare & Institutions Code, Sections 5604 (a)(1)-5605.5. Any comments or recommendations made by the Mental Health Commission or its individual members do not represent the official position of the county or any of its officers.

The Commission is pleased to make special accommodations, if needed, please call ahead at (925) 313-9553 to arrange.



Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-571-6
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Residential and mental health services for mentally ill adults

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **PSYNERGY PROGRAMS, INC.**
Capacity: Corporation
Legal Address: 2055 San Antonio Avenue, Alameda, California 94501
Mailing Address: 18225 Hale Avenue, Morgan Hill, California 95037

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$814,404.

5. **County’s Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

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STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-571-6

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
California Government Code §§ 26227 and 31000; and all legal authorities cited in the HIPAA Business Associate Addendum, which is attached hereto and incorporated herein by reference.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Suzanne Tavano, Ph.D.</u> FF833B9D4EC34B7... Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
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CONTRACTOR

<p>Signature A Name of business entity <u>Psynergy Programs, Inc.</u></p> <p>DocuSigned by: By <u>Arturo Uribe</u> 85D60C1D2FC244F... (Signature of individual or officer)</p> <p><u>Arturo Uribe, LCSW</u> <u>President & CEO</u> (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity <u>Psynergy Programs, Inc.</u></p> <p>DocuSigned by: By <u>Jean Edwards</u> EAA105E20F414C6... (Signature of individual or officer)</p> <p><u>Jean Edwards</u> <u>CCO Director Human Resources</u> (Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer),
personally
appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

DocuSigned by:
By: Suzanne Tavano, Ph.D.
FF833B9D4EC34B7...
Designee

County Council approval not required
By: per September 12, 2006 Board Order
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
By: Sarah Kennedy
D76D07FD2C73454
Designee

Contra Costa County
Standard Form P-1
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PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 74-571-6

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
 - a. \$ _____ monthly,
 - b. \$ _____ per unit, as defined in the Service Plan,
 - c. \$ _____ after completion of all obligations and conditions herein, or
 - d. County shall pay Contractor in accordance with the provisions of Service Plan, Paragraph 18. (Compensation), at the rates set forth in Exhibit A (Rate Schedule), which is attached hereto and is incorporated herein by reference.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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Contractor County Dept.

RATE SCHEDULE
Psynergy Programs, Inc.

COUNTY MAXIMUM ALLOWANCE

Service Function	Time Base	County Maximum Allowance (CMA)
Case Management Services	Staff Minute	\$2.92
Mental Health Services	Staff Minute	\$3.29
Medication Support Services	Staff Minute	\$6.16
Crisis Intervention Services	Staff Minute	\$6.06

NEGOTIATED RATE

RESIDENTIAL DAY RATES FOR ADULTS		
Service Function	Time Base	County Maximum Allowance (CMA)
Complexity Level I	Client Full Day	\$159.50
Complexity Level II	Client Full Day	\$133.10
Intensive Support Services (ISS)	Client Full Day	\$264.00
RCFE Vista Esperanza	Client Full Day	\$242.00
Tres Vista	Client Full Day	\$54.60

RESIDENTIAL DAY RATES FOR ADULTS WITHOUT SOCIAL SECURITY BENEFITS		
Service Function	Time Base	County Maximum Allowance (CMA)
Board and Care Rate for unbenefited Clients to be paid in addition to residential day rate	Client per Month	\$1,211.77
Personal Needs	Client per Day	\$3.00
*Client to reimburse County for board and care expenditures upon activation of benefits and ability to pay		

Additional Services		
Service Function	Time Base	County Maximum Allowance (CMA)
Transportation	Per Hour + mileage	\$50.00 + mileage at County Standard Rate
Enhanced Support and Supervision	Per hour	\$40.00
COVID Isolation	Per Day	\$100.00
*County shall be notified in writing and agree to additional service charges		

Funding Sources	
Federal Medi-Cal	\$172,285.00
Mental Health Services Act	\$96,762.00
Realignment	\$545,357.00
Contract Payment Limit	\$814,404.00

- (1) For all eligible services, Contractor will bill Medi-Cal, using County's Medi-Cal Billing system under the rehabilitation option. All Federal Medi-Cal payments shall accrue to the County.

Medicare Certification and Other Health Care Insurance

If Contractor is providing Medicare services they are required to apply for Medicare certification. If Contractor is denied Medicare certification, Contractor must submit the Medicare denial notice to County before services can qualify for Medi-Cal payment. If Contractor is certified by Medicare and renders services at a place of service eligible for reimbursement under the Medicare program, Contractor must claim Medicare for services prior to claiming Medi-Cal, except as described in California Department of Mental Health Information Notice 10-23.

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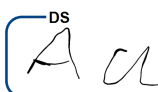

EXHIBIT A

RATE SCHEDULE

Psynergy Programs, Inc.

If Contractor is certified by Medicare, Contractor is responsible for billing Medicare, obtaining and Explanation of Benefits (EOB) or Denial of Payment (DOP) prior to submitting a Medi-Cal bill to County for balance due for any non-covered Medicare portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to Medicare, and late or incorrect submissions of the requisite EOBs/DOPs.

If the beneficiary has any Other Health Care (OHC) Insurance, Contractor is responsible for billing OHC Insurance and obtaining an EOB or DOP prior to submitting a Medi-Cal bill to County for balance due for any non-covered OHC portion to Medi-Cal. EOBs and/or DOPs must accompany Medi-Cal billing submissions. Contractor shall be solely responsible for any Medi-Cal losses resulting from their late or incorrect billings to OHC Insurance, and late or incorrect submissions of the requisite EOBs/DOPs.

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SERVICE PLAN

Novation

Number 74-571-6

- 1) **Services to be Performed.** Contractor shall provide the following covered Medi-Cal Specialty Mental Health Services and other mental health services, as specified below and defined in California Code of Regulations (“CCR”), Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and the current up-to-date version of California’s Medicaid State Plan Rehabilitative Mental Health Services, as amended.

Contractor’s services shall be provided in accordance with the Medicaid State Plan, and to beneficiaries who meet the medical necessity criteria based on the beneficiary’s need for services, which will be established by an assessment that is documented in the beneficiary’s plan. Contractor’s services shall be performed at its facilities located in California (listed below), and provided in an amount, duration, and scope as specified in the individualized client plan for each beneficiary.

Contractor shall provide residential and mental health services to adults diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) who are stepping down from the Institutes for Mental Diseases (IMD) levels of care and transitioning back into the community. These services shall be administered at Contractor’s facilities located at:

- i. **Psynergy Morgan Hill** located at 18217 Hale Avenue, Morgan Hill, California 95037. Provides Outpatient Mental Health Services. See County Maximum Allowance (CMA) Table in Exhibit A (Rate Schedule);
- ii. **Nueva Vista** located at 18225 Hale Avenue, Morgan Hill, California 95037. Provides Adult Residential Care Services. See Negotiated Rate Table in Exhibit A (Rate Schedule);
- iii. **Nueva Vista Sacramento** located at 4604 Roosevelt Avenue, Sacramento, California 95820. Provides Adult Residential Care Services. See Negotiated Rate Table in Exhibit A (Rate Schedule);
- iv. **Psynergy Sacramento - Clinic A** located at 4612 Roosevelt Avenue, Sacramento California 95820. Provides Outpatient Mental Health Services. See CMA Table in Exhibit A (Rate Schedule);
- v. **Psynergy Sacramento - Clinic B** located at 4616 Roosevelt Avenue, Sacramento, California 95820. Provides Outpatient Mental Health Services. See CMA Table in Exhibit A (Rate Schedule);
- vi. **Vista de Robles** located at 9847 Folsom Blvd., Sacramento, California 95827. Provides Adult Residential Care Services. See Negotiated Rate Table in Exhibit A (Rate Schedule);
- vii. **Psynergy Folsom Sacramento** located at 9951 Horn Avenue, Suite B, Sacramento, California 95827. Provides Outpatient Mental Health Services. See CMA Table in Exhibit A (Rate Schedule);
- viii. **Vista Esperanza RCFE** located at 5240 Jackson Street, North Highlands, California 95660. Residential Care Facility for the Elderly. See Negotiated Rate Table in Exhibit A (Rate Schedule); and
- ix. **Tres Vista Apartments** located at 18217 Hale Avenue, Apartment #’s (200, 210, 220 and 230), Morgan Hill, California 95037. Provides Community Living Residential Supports and Services. See Negotiated Rate Table in Exhibit A (Rate Schedule).

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The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Case Management services including:
 - i. Brokerage
 - ii. Linkage
 - iii. Intensive Care Coordination
- b. Mental Health Services including:
 - i. Individual
 - ii. Collateral
 - iii. Assessment
 - iv. Evaluation
 - v. Plan Development
 - vi. Rehab Support
 - vii. Group
 - viii. Group Rehab
- c. Medication Support Services;
- d. Crisis Intervention Services; and
- e. Adult Residential Services

2) **Work Plan.** Contractor's services shall be carried out as set forth in the Work Plan ("Work Plan") for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County's Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County's Director of Behavioral Health Services.

3) **Compliance.**

- a. **General Requirements.** Contractor will comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 (Medi-Cal Specialty Mental Health Services) and California's Medicaid State Plan, Rehabilitative Mental Health Services State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3).
- b. **Reports and Documentation.**
 - i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
 - ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County's Health Services Director or the Director's designee.

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- iii. Contractor shall ensure that written log(s) are maintained documenting all initial requests for Specialty Mental Health Services, including requests made by phone, in person, or in writing.
- iv. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the "Final Activity Report").

c. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations ("C.F.R") § 438.100.

d. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.

5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.

- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).)

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- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- e. Contractor shall make its admission and service delivery policy available to the public for inspection.

6) Cultural Competence. Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

- a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.
- b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.
- c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.
- d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.
- e. Contractor shall provide all required information to the County, including:
 - i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and
 - ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

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- 7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).)
 - a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and
 - b. Contractor’s head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

- 8) **General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:
 - a. Personnel policies and procedures;
 - b. General operating policies and procedures;
 - c. Service delivery policies and procedures;
 - d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
 - e. Procedures for reporting unusual occurrences relating to health and safety issues.

- 9) **Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:
 - a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

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- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

10) Medi-Cal Beneficiary Liability for Payment. Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)

11) Third-Party Payment Liability. Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

12) Cost and Financial Reporting Requirements.

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the “Termination Date”) or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to

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Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.

- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant.
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.

13) Audit Requirements. The records of Contractor may be audited by the County, State, or United States government. In the event Contractor fails to submit accurate and complete audits, as required by the Payment Provisions, General Conditions, and these Special Conditions, within 180 days following the Termination Date of this Contract, in the form and manner required by County, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor's audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.

14) HIPAA Requirements. Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

15) Maintenance of Effort. Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.

16) Novation. The parties entered into prior Contract #74-571-5 for the period from January 1, 2022 through June 30, 2022, which included a six-month automatic extension through December 31, 2022.

Initials:

AC	AD
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Contractor

County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Novation

Number 74-571-6

County and Contractor hereby agree to substitute this Contract #74-571-6 for the aforesaid six-month automatic Contract extension. Effective July 1, 2022, all Contract rights and obligations of the parties will be governed by this Contract #74-571-6.

17) Automatic Extension. Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2023, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2023 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$407,202 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;
- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the Cost Report specified in Paragraph 12., above, Contractor will also submit to County, no later than 60 days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six-month extension. County and Contractor will follow the cost report procedures specified above, subject to the Extension Period Payment Limit specified above for the Extension Period.

18) Compensation. Contractor will be paid on a per-unit basis, based on the County Maximum Allowance (CMA) set forth in Exhibit A (Rate Schedule), not to exceed the total contract Payment Limit. If Contractor incurs additional costs beyond those specified in Exhibit A (Rate Schedule), the per-unit costs will be adjusted downward proportionately, such that the total costs do not exceed the payment limit of the Contract, unless the Contract is amended to increase the payment limit.

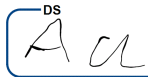

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Contractor County Dept.

SPECIAL CONDITIONS

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of new subparagraphs e. and f. to read as follows:

“e. **Professional Liability Insurance.** Contractor will provide and keep in effect a policy or policies of professional liability insurance including coverage against errors and omissions (malpractice) with a minimum coverage limit of **\$ 1,000,000** per occurrence/**\$ 3,000,000** annual aggregate for all damages resulting from professional services provided by Contractor. Not later than the effective date of this Contract, Contractor will provide County with a certificate(s) of insurance evidencing the above liability insurance. Contractor will provide County with new certificates of insurance if there is any change in coverage.

f. **Cyber Liability Insurance.** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

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Contractor County Dept.

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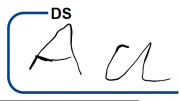
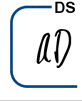
GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

 _____ Contractor	 _____ County Dept.
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Contra Costa County
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GENERAL CONDITIONS
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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

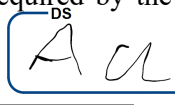
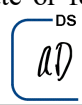
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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Contractor	County Dept.

Contra Costa County
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GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

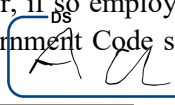
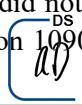
11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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Contractor	County Dept.

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

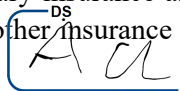
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.


17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other ^{DS} insurance policies ^{PS} held by


Contractor


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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

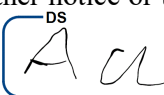
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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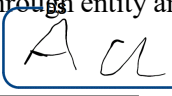

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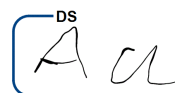
- 24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
- 25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Contract are “works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
- 26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
- 27. **Required Audit.**
 - a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

 Contractor	 County Dept.
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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.


HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-571-6 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

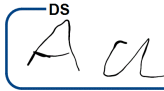

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

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

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
 - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
 - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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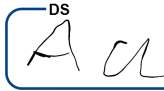

- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.


Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
 - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
 - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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 Contractor County Dept.

- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer
 50 Douglas Drive, Suite 310-E
 Martinez, CA 94553
 Or Privacy.Officer@hsd.cccounty.us

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer
 (925) 957-5430


If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery^{bs}

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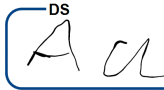

- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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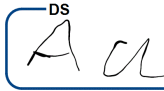

- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

document9

Initials:  
Contractor County Dept.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)
NOVATION

Number 74-523-7
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Mental Health Services Act Prevention and Early Intervention Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: COUNSELING OPTIONS & PARENT EDUCATION, INC. (C.O.P.E.)
Capacity: Non-Profit Corporation
Address: 3000 Citrus Circle, Suite 220, Walnut Creek, California 94598

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$268,660.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-523-7

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
California Government Code §§ 26227 and 31000 and all legal authorities cited in the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Suzanne Tavano</u> FF833B9D4EC34B7...</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
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CONTRACTOR

<p>Signature A</p> <p>Name of business entity</p> <p><u>Counseling Options & Parent Education, Inc. (C.O.P.E.)</u></p> <p>DocuSigned by: By <u>Natasha Paddock</u> CDA09C32C4BC48A</p> <p>(Signature of individual or officer)</p> <p><u>Natasha Paddock</u> President</p> <p>(Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p><u>Counseling Options & Parent Education, Inc. (C.O.P.E.)</u></p> <p>DocuSigned by: By <u>Annie Widemann</u> 377367215FA54F5</p> <p>(Signature of individual or officer)</p> <p><u>Annie widemann</u> Secretary</p> <p>(Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS
(Cost Basis Contracts - Long Form)

Number 74-523-7

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
 - a. \$ _____ monthly,
 - b. \$ _____ per unit, as defined in the Service Plan,
 - c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" referenced in the Service Plan, *or*
 - d. Monthly payments in an amount equal to Contractor's net allowable contract costs which have actually been incurred and/or paid by Contractor each month (i.e., reimbursement in arrears for actual expenditures), computed in accordance with and subject to the attached Budget of Estimated Program Expenditures which is incorporated herein by reference. For allowable contract costs which are actually incurred in a given month, but for which invoices are not on hand, Contractor shall include estimates of such costs in its County Demand Form D-15 for said month, and Contractor shall increase or decrease each subsequent month's Demand to adjust for any resulting over- or under-payments, subject to the Contract Payment Limit. Contractor shall provide County all invoices for all previously estimated costs on the next submitted demand after receiving said invoices, and shall specify the increase or decrease on that demand.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:
 - a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
 - b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services.
 - (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
 - (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
 - (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).

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PAYMENT PROVISIONS
(Cost Basis Contracts - Long Form)

Number 74-523-7

┌ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

┌ c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.

- 4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2 (Payment Amounts) above.
- 5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
- 6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
- 7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the Payment Limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
- 8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit.
- 9. **Audit Exceptions.** In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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Counseling Options Parent Education, Inc. (C.O.P.E.)
BUDGET OF ESTIMATED PROGRAM EXPENDITURES

Number 74-523-7

Fiscal Year 2022 – 2023

A. GROSS OPERATIONAL BUDGET

1. Cost Reimbursement Categories

- a. Personnel Salaries and Benefits
- b. Operational Costs (Direct)
- c. Indirect Costs

	<u>Triple-P Parenting Program</u>
	\$ 183,423
	51,825
	<u>43,011</u>
2. Total Gross Allowable Program Costs	\$ 278,260

B. LESS PROJECTED NON-COUNTY PROGRAM REVENUES

(To be collected and provided by Contractor)

(9,600)

C. NET ALLOWABLE TOTAL COSTS:

\$268,660

D. TOTAL CONTRACT PAYMENT LIMIT :

\$268,660

E. CHANGES IN COST CATEGORY AMOUNTS

Subject to the Total Payment Limit, and subject to State guidelines, each cost category Subtotal Amount set forth above:

- 1. May vary within each program by up to 15% without approval by County; *and*
- 2. May be changed in excess of 15% in any fiscal year period provided, however, that Contractor has obtained written authorization prior to April 30th that fiscal year period under this Contract from the Department's Behavioral Health Services Director, or designee, before implementing any such budget changes.

F. PROGRAM BUDGET CHANGES

Subject to the Contract Payment Limit and subject to State guidelines, Contractor may make changes in the total amounts set forth above for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue, provided, however, that Contractor has obtained written authorization prior to April 30th of each fiscal year period under this Contract, from the Department's Behavioral Health Services Director, or designee in accordance with Paragraph G, below, before implementing any such budget changes.

G. CONTRACTOR BUDGET

Contractor will submit to County, for informational purposes upon request, its total Corporation budget including: all program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center and listing numbers of staff positions by job classification.

H. BUDGET REPORT

No later than April 30th of each fiscal year period under this Contract, Contractor shall deliver a written Budget Report to the Department's Behavioral Health Services Director, or designee, stating whether or not the budgeted amounts set forth in this Budget of Estimated Program Expenditures for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue for the respective fiscal year period hereunder accurately reflect the actual cost for the Service Program. If any of these program budget amounts needs to be changed, Contractor shall include in its Budget Report a complete copy of the revised Budget of Estimated Program Expenditures, an explanation of the program budget and revenue changes, and a request for prior written authorization to implement the changes in accordance with Paragraph E, above, subject to Payment Provisions, Paragraph 7 (Cost Report and Settlement).

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SERVICE PLAN

Number 74-523-7

- 1) **Services to be Performed.** Contractor will assist the County’s Health Services Department to implement the Mental Health Services Act (“MHSA”) Prevention and Early Intervention (“PEI”) Program. Contractor’s program shall be carried out in accordance with County’s Contract #29-469 with the California Department of Health Care Services (hereinafter, the “State Contract”), and any amendments or renewals thereto.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Provide twenty-one (21) Triple P-Positive Parenting Group classes and seminars by a certified and accredited Triple P practitioner;
- b. Provide a management briefing/orientation to partnering agencies by providing an overview of the Triple P Multi-level System and implementation support;
- c. Coordinate “Train the Trainers” trainings for up to twenty (20) Practitioners in Contra Costa County;
- d. Provide pre-accreditation training to prospective Triple-P practitioners;
- e. Provide monthly clinical/peer support meetings designed to problem solve Practitioners’ issues delivering Triple P to parents; *and*
- f. Provide pre-and post-assessment information to Practitioners and County including demographics of attendees, attendance, and delivery of incentives; *and*
- g. As per California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Section 3735, the Contractor shall include strategies and report outcomes on creating access and linkage to mental health treatment, promoting ways that improve timely access to mental health services for underserved populations, and using strategies that are non-stigmatizing and non-discriminatory.

- 2) **Work Plan.** Contractor’s services shall be carried out as set forth in the Work Plan (“Work Plan”) for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County’s Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County’s Director of Behavioral Health Services.

3) **Compliance.**

a. **Reports and Documentation.**

- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
- ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County’s Health Services Director or the Director’s designee.
- iii. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the ^{DS}quantity, ^{PS}quality, and

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SERVICE PLAN

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impact of the work undertaken in conducting services provided under this Contract (the "Final Activity Report").

- b. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations ("C.F.R") § 438.100.
- c. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.
- 4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.
- 5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.
- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).
- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

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e. Contractor shall make its admission and service delivery policy available to the public for inspection.

6) **Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.

b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.

c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.

d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.

e. Contractor shall provide all required information to the County, including:



i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and

ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).

a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and

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Number 74-523-7

b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

8) **General Operations Administrative Manual.** Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

9) **Storing and Dispensing Medications.** For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

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10) Medi-Cal Beneficiary Liability for Payment. Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x))

11) Third-Party Payment Liability. Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

12) Ownership and Disposition of Property and Equipment. Equipment and capital expenditure items with a purchase price of **\$ 5000** or more and a useful life of at least one (1) year shall be defined as nonexpendable property. Items with a purchase price of less than **\$ 5000** or a useful life of less than one year shall be defined as expendable property. Subject to these definitions, the acquisition and utilization of expendable property and nonexpendable property shall be determined in accordance with the principles and statements set forth in the federal Office for Management and Budget (OMB) Circular No. A-110, and any amendments thereto (references contained therein to the federal government, federal agencies or “grantor” shall be construed to mean “County” and references to “grantee” or “recipient” shall be construed to mean “Contractor”). Upon termination of this Contract, or as otherwise may be prescribed by County, Contractor shall account for and transfer to County all remaining expendable property and nonexpendable property, including supplies and equipment, loaned by County for use by Contractor or acquired with Contract funds. Contractor shall exclude items which are fully depreciated or which are purchased with outside, non-County funds. County shall retain full ownership of all such transferred property.

13) Protection of Property and Equipment. Throughout the term of this Contract, and any modification or extension thereof, Contractor will:

- a. Cooperate with County in tagging and appropriately identifying all program property and equipment loaned by County for use by Contractor or acquired with Contract funds;

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- b. Establish a property management control system to ensure adequate safeguards to prevent loss, theft, or damage to property, and maintain all equipment in good working repair at all times;
- c. Investigate, fully document, and immediately report to appropriate police agencies and/or County any loss, theft, or damage to property and equipment. Contractor will repair or replace all such items within sixty (60) days with items of comparable quality and value; *and*
- d. Maintain accurate records of all equipment and other such property loaned by County for use by Contractor or acquired with Contract funds, including property description, identification numbers, acquisition date and cost, source, location, use, condition and disposition.

14) HIPAA Requirements. Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

15) Maintenance of Effort. Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor’s activities of any kind.

16) Novation. The parties entered into prior Contract #74-523-6 for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022. County and Contractor hereby agree to substitute this Contract #74-523-7 for the aforesaid six-month automatic Contract extension. Effective July 1, 2022, all Contract rights and obligations of the parties will be governed by this Contract #74-523-7.

17) Automatic Extension. Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2023, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2023 (the “Extension Period”). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$134,330 (the “Extension Period Payment Limit”) and County’s total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;

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- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the cost report specified in Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, as amended by the Special Conditions, Paragraph 2., Contractor shall also submit to County, no later than sixty (60) days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six (6)-month extension. County and Contractor shall follow the cost report and settlement procedures specified in above-referenced Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, subject to the Extension Period Payment Limit specified above.

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Contractor	County Dept.

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SPECIAL CONDITIONS

Number 74-523-7

- 1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of subparagraph e., to read as follows:

“e. Cyber Liability Insurance. If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

- 2. **Cost Report.** Paragraph 7. (Cost Report and Settlement), of the Payment Provisions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

“7. **Cost and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the “Termination Date”) or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant.
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the “Late Penalty”). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered

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Contractor	County Dept.

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SPECIAL CONDITIONS

Number 74-523-7

by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.”

- 1. **Audit Requirements.** Paragraph 8. (Audits), of the Payment Provisions is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:

“8. **Audits.** The records of Contractor may be audited by the County, State, or United States government. Contractor shall submit an accurate and complete audit(s) to County within one hundred eighty (180) days following the Termination Date of this Contract, in the form and manner required by County, as set forth herein.

In the event Contractor fails to submit such an audit, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor’s audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this paragraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee.

If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), as amended, then Contractor shall pay County within thirty (30) days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), as amended, then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.”

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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.


6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.



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10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.


13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In



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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

- 16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
- 17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
- 18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
- 19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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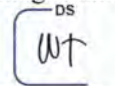
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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


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- 24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
- 25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
- 26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
- 27. **Required Audit.**
 - a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- 28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

- 29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-523-7 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

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

- 1. **Definitions.** As used in this Addendum, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
 - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
 - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

- 2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
 - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
 - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County's Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate's written notification shall be securely transmitted to:

Contra Costa County Privacy Officer
 50 Douglas Drive, Suite 310-E
 Martinez, CA 94553
 Or Privacy.Officer@hsd.cccounty.us

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County's Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate's oral notification shall be made by calling:

Contra Costa County Privacy Officer
 (925) 957-5430

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.

- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate’s and County’s compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate’s Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate’s Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor’s obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate’s agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor’s obligations under the Agreement or Addendum within five (5) days of discovery.

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q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved 10/10/13 by [illegible]
10/10/13

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Mental Health Services Act (MHSA)

Program and Fiscal Review

- I. **Date of Virtual Review Meeting:** September 9, 2022
Date of Exit Meeting: TBD

- II. **Review Team:** Jennifer Bruggeman, Jessica Hunt, Windy Taylor, Janice Chang

- III. **Name of Program:** C.O.P.E. Family Support Center
3000 Citrus Circle, Suite 220
Walnut Creek, CA 94598

- IV. **Program Description.** C.O.P.E.'s mission is to strengthen family relationships through counseling options and parent education programs. C.O.P.E. provides a safe space and supportive environment that nurture families and encourage healthy relationships.

In partnership with First 5 Contra Costa Children and Families Commission and Contra Costa County Behavioral Health Services, C.O.P.E. is funded to deliver Positive Parenting Program classes to parents of children ages 0–17. The C.O.P.E Family Support Center will provide approximately 21 services using the evidence-based Triple P — Positive Parenting Program Level 2 Seminar, Level 3 Primary Care, Level 4 Group, Level 5 Pathways, Level 5 Enhanced, Level 5 Transitions, Level 5 Lifestyle multi-family support groups, at low or no cost to parents of children two to seventeen years of age.

The program utilizes an evidence based self-regulatory model that focuses on strengthening the positive attachment between parents and children by building a parent's capacity for the following five aspects:

- a. **Self-sufficiency** - having the ability to use one's own resources to independently solve problems and decrease reliance on others.
- b. **Self-efficacy** - having the confidence in performing daily parenting tasks.
- c. **Self-management** - having the tools and skills needed to enable change.
- d. **Personal agency** - attributing the changes made in the family to own effort or the effort of one's child.

- e. **Problem-solving** - having the ability to apply principles and strategies, including creating parenting plans to manage current or future problems.

All classes are available in Spanish, Arabic, and/or English. To outreach to the community about the curriculum and benefits of Triple P Parenting, C.O.P.E. provides management briefings, orientation, and community awareness meetings to partner agencies. C.O.P.E. supports and organizes annual trainings for other partnering agencies, including pre-accreditation trainings, fidelity oversight and clinical and peer support to build and maintain a pool of Triple P practitioners. C.O.P.E.'s referral sources include: SARB, Courts, school districts, CBO's, CFS, Probation, as well as self-referrals.

The program had to adapt in response to the Covid -19 pandemic. During this time, programming shifted to virtual services. The team at C.O.P.E. provided coaching for families around access and helped them develop a working knowledge of technology. C.O.P.E. also addressed reduction in attendance due to the pandemic by offering incentives (such as gift cards) in lieu of dinner/childcare that was provided in person previously. The program also helped families address the anxiety and isolation during the pandemic and helped to support the transition back to school when they reopened.

- V. **Purpose of Review.** Contra Costa Behavioral Health Services (CCBHS) is committed to evaluating the effective use of funds provided by the Mental Health Services Act. Toward this end a comprehensive program and fiscal review was conducted of the above program. The results of this review are contained herein and will assist in a) improving the services and supports that are provided, b) more efficiently support the County's MHSA Three Year Program and Expenditure Plan, and c) ensure compliance with statute, regulations and policy. In the spirit of continually working toward better services we most appreciate this opportunity to collaborate with the staff and clients participating in this program to review past and current efforts, and plan for the future.

VI. Summary of Findings.

Topic	Met Standard	Notes
1. Deliver services according to the values of the MHSA	Met	Documentation as well as client and staff feedback indicate the program meets the values of MHSA
2. Serve the agreed upon target population.	Met	Program serves Contra Costa County parents as well as youth with identified special needs
3. Provide the services for which funding was allocated.	Met	Funds services consistent with the agreed upon Service Work Plan.
4. Meet the needs of the community and/or population.	Met	Services are consistent with the Three-Year Plan
5. Serve the number of individuals that have been agreed upon.	Met	Target service numbers are reached. And dips due to the Covid-19 pandemic were adequately responded to and addressed
6. Achieve the outcomes that have been agreed upon.	Met	Program meets its outcomes
7. Quality Assurance	Met	No reported grievances.
8. Ensure protection of confidentiality of protected health information.	Met	HIPAA compliant privacy policies in place.
9. Staffing sufficient for the program	Met	Staffing level supports targeted service numbers.
10. Annual independent fiscal audit	Met	No material or significant weaknesses were noted.
11. Fiscal resources sufficient to deliver and sustain the services	Met	CCBHS is C.O.P.E.'s major source of funding. Suggest pursuing additional funding streams, such as voluntary contributions, for program growth and sustainability.
12. Oversight sufficient to comply with generally accepted accounting principles	Met	Experienced staff implement sound check and balance system.
13. Documentation sufficient to support invoices	Met	Utilizes appropriate supporting documentation protocol.
14. Documentation sufficient to support allowable expenditures	Met	Recommend that the budget reflect all funding sources for PEI program.

15. Documentation sufficient to support expenditures invoiced in appropriate fiscal year	Met	No billings noted for previous fiscal year expenses.
16. Administrative costs sufficiently justified and appropriate to the total cost of the program	Met	Recommend all costs currently charged as indirect be reflected in the future in personnel and operating cost categories.
17. Insurance policies sufficient to comply with contract	Met	Necessary insurance is in place
18. Effective communication between contract manager and contractor	Met	The County and program meet regularly.

VII. Review Results. The review covered the following areas:

- 1. Deliver services according to the values of the Mental Health Services Act** (California Code of Regulations Section 3320 – MHSA General Standards). Does the program collaborate with the community, provide an integrated service experience, promote wellness, recovery and resilience, be culturally competent, and be client and family driven?

Method. Client and service provider testimonials and surveys.

Discussion.

Testimonials

Two clients and two staff members attended the virtual meeting held on September 9, 2022. They were asked to provide a testimonial on their experiences with C.O.P.E. and its programming. All four individuals stated their experiences receiving or providing services reflected the values of the MHSA listed above. They were all highly appreciative of C.O.P.E. and expressed gratitude for the services it provides.

Surveys

Digital MHSA surveys were sent to clients and staff at the end of the fiscal year. The client surveys were provided in English and Spanish, and the staff survey was provided in English only. The survey used a combination of Likert scale questions and write-in response questions. There were 32 responses for the English client survey and 13 responses to the Spanish client survey. There were 5 responses to the staff survey. The survey results echoed the testimonials and indicate that clients and staff alike feel favorably about the program.

Client survey responses can be found [HERE](#) (for English) and [HERE](#) (for Spanish). Staff survey responses can be found [HERE](#).

Results. C.O.P.E. delivers services according to the values of the MHSA. The program delivers programming at locations that are generally accessible to participants (all services were delivered via zoom video conferencing and accessible region-wide); staff is culturally and linguistically responsive and maintains close ties to the community it serves.

2. **Serve the agreed upon target population.** For Prevention and Early Intervention, does the program serve individuals and families who are at risk for developing a serious mental illness or serious emotional disturbance. Does the program serve the agreed upon target population (such as age group, underserved community)?

Method. Compare the program description and service work plan to annual aggregate demographic data provided by C.O.P.E. for the last three years.

Discussion. C.O.P.E.'s target population is Contra Costa County parents of children up to 12 years and Teen Triple P for parents of teenagers, 12 –17. Within these programs are specific elements targeting the developmental periods and behavioral challenges of primary school and adolescence parenting. Triple P also offers specialized programs for parents of children with a disability, parents going through divorce or separation, parents with anger in parenting, and parents with mental health personal adjustment issues such as mood and partner conflict. Often these individuals and families are subject to many high-risk factors for developing mental health problems. The program also serves Hispanic families, many of whom are monolingual. During the Covid-19 Pandemic there was a steep drop in services for Hispanic families initially and C.O.P.E.'s team increased outreach and technical support to these families to support reengaging these clients.

Results. The program serves the agreed upon target population.

3. **Provide the services for which funding was allocated.** Does the program provide the number and type of services that have been agreed upon?

Method. Compare the service work plan or program service goals with provided documentation and survey results.

Discussion. Monthly service summaries as well as annual reports show that the program is consistently engaged in outreach activities, is providing support groups and individual navigation supports.

Results. The program provides the services for which funding was allocated.

4. **Meet the needs of the community and/or population.** Is the program meeting the needs of the population/community for which it was designed? Has the program been authorized by the Board of Supervisors because of a community program planning process? Is the program consistent with the MHSA Three Year Program and Expenditure Plan?

Method. Research the authorization and inception of the program for adherence to the Community Program Planning Process. Match the service work plan or program description with the Three-Year Plan. Compare with client and service provider surveys.

Discussion. New regulations for the PEI component went into effect on October 6, 2015. Programs in this component now focus their programming on one of seven PEI categories, including: *Outreach for Increasing Recognition of Early Signs of Mental Illness*. C.O.P.E. has been authorized by the Board of Supervisors and is consistent with the current MHSA Three-Year Program and Expenditure Plan as well as PEI regulations. Provided reports, as well as client and service provider testimonials and surveys support that the program meets its goals and the needs of the community it serves.

Results. The program meets the needs of the community and the population for which it is designated.

5. **Serve the number of individuals that have been agreed upon.** Has the program been serving the number of individuals specified in the program description/service work plan, and how has the number served been trending the last three years?

Method. Match program description/service work plan with history of monthly reports and verify with supporting documentation.

Discussion. According to the Service Work Plan in the contract between the program and the County, the program's target service numbers is to serve 210 individuals through Triple P seminars and group classes. C.O.P.E. exceeded their target numbers two out of the last three years. In FY 20-21 they serviced 200 individuals due to the Covid-19 pandemic. In response, they increased their outreach and technical support and were able to increase to 217 individuals in FY 21-22.

Results. The program serves the number of people that have been agreed upon and addressed a dip in numbers served when faced with unprecedented challenges related to the Covid-19 pandemic.

6. **Achieve the outcomes that have been agreed upon.** Is the program meeting the agreed upon outcome goals, and how has the outcomes been trending?

Method. Match outcomes reported for the last three years with outcomes projected in the program description/service work plan and verify validity of outcome with

supporting documentation. Outcome domains include, as appropriate, incidence of restriction, incidence of psychiatric crisis, meaningful activity, psychiatric symptoms, client satisfaction/quality of life, and cost effectiveness. Analyze the level of success by the context, as appropriate, of pre- and post-intervention, control versus experimental group, year-to-year difference, comparison with similar programs, or measurement to a generally accepted standard.

Discussion. C.O.P.E. has a few well-defined primary program objectives as part of the service work plan including: improving parenting skills, increasing sense of competence in parenting abilities, improving self-awareness of parenting issues, reducing parental stress, improving mental health outcomes for both children and parents. The program provides timely annual reports summarizing their progress towards meeting their program outcomes.

Results. Overall, the program achieves its primary objectives.

7. **Quality Assurance.** How does the program assure quality of service provision?

Method. Review and report on results of participation in County's utilization review, quality management incidence reporting, and other appropriate means of quality-of-service review.

Discussion. Contra Costa County did not receive any grievances toward the program. The program has an internal grievance policy in place. Since the program does not provide billable services, it is not subject to utilization review.

Results. The program has a quality assurance process in place.

8. **Ensure protection of confidentiality of protected health information.** What protocols are in place to comply with the Health Insurance Portability and Accountability Assurance (HIPAA) Act, and how well does staff comply with the protocol.

Method. Match the HIPAA Business Associate service contract attachment with the observed implementation of the program's implementation of a protocol for safeguarding protected patient health information.

Discussion. C.O.P.E. has written policies and provides staff training on HIPAA requirements and safeguarding of patient information. Physical files are kept in a locked room and digital content is housed in a secure in-house database. Both appear to comply with HIPAA standards. Clients and program participants are informed about their privacy rights and rules of confidentiality.

Results. The program complies with HIPAA requirements.

9. **Staffing sufficient for the program.** Is there sufficient dedicated staff to deliver the services, evaluate the program for sufficiency of outcomes and continuous quality improvement, and provide sufficient administrative support?

Method. Match history of program response with organization chart, staff surveys and duty statements.

Discussion. C.O.P.E.'s team has a sufficient number and type of staff to support their operations. The experience level of the trainers tends towards highly experienced mental health and social work professionals. C.O.P.E. provides Triple P accreditation training to facilitators in the Triple-P model and continues to provide ongoing support and continuing education training. They report being able to retain dedicated staff despite challenges related to the Covid-19 pandemic.

Results. Sufficient staffing is in place to serve the number of clients outlined in the most recent Service Work Plan.

10. **Annual independent fiscal audit.** Did the organization have an annual independent fiscal audit performed and did the independent auditors issue any findings.

Method. Obtain and review audited financial statements. If applicable, discuss any findings or concerns identified by auditors with fiscal manager.

Discussion. C.O.P.E. is a non-profit corporation established in 2010 to prevent child abuse and encourage healthy growth and development of parents and children through the educational Positive Parenting Program. For FY 20-21, the organization had a total operating budget of \$1,017,707 and received most of its funding through financial agreements with CCBHS and First Five of California. Independent auditor reports from the last three years indicate that C.O.P.E. is not at risk for adverse fiscal consequences due to their fiscal and accounting systems.

Results. Annual independent fiscal audits for FY 18-19, 19-20 and 20-21 were provided and reviewed. No material or significant findings were noted. For the 20-21 audit, there was a scope change as the external auditor determined a Yellow Book audit was not required.

11. **Fiscal resources sufficient to deliver and sustain the services.** Does organization have diversified revenue sources, adequate cash flow, sufficient coverage of liabilities, and qualified fiscal management to sustain program?

Method. Review audited financial statements and Board of Directors meeting minutes. Interview fiscal manager of program.

Discussion. The organization appears to be operating within the budget constraints provided by their authorized contract amount, and thus appears to be able to sustain their stated costs of delivering PEI services for the entirety of the fiscal year. That said,

the program has requested an increase in funds stating the 3% COLA they received in 2021 and again in 2022 is insufficient to keep up with current inflation and cost of doing business in the Bay Area, including increasing employee benefits to include wellness hours and 401K match up to 3%.

Results. Further discussion and assessment to increase their contract amount is warranted.

12. **Oversight sufficient to comply with generally accepted accounting principles.** Does organization have appropriate qualified staff and internal controls to assure compliance with generally accepted accounting principles?

Method. Discussion with the fiscal manager.

Discussion. The Finance Manager is experienced with supporting non-profit organizations of this size, appears well qualified, and described established protocols that are in place to enable a check and balance system to assure compliance with generally accepted accounting principles. The organization uses an established software program for personnel and administrative activities.

Results. Sufficient oversight exists to enable compliance with generally accepted accounting principles.

13. **Documentation sufficient to support invoices.** Do the organization's financial reports support monthly invoices charged to the program and ensure no duplicate billing?

Method. Reconcile financial system with monthly invoices. Interview fiscal manager of program.

Discussion. Invoices as well as other supporting documentation provided by the agency were reviewed. A clear and accurate connection was established between expenses incurred and submitted invoices. It appears that there is not duplicate billing to the major two funding sources of CCBHS and First Five, and that staff time and expenses dedicated to PEI activities are at least equal to or greater than the amount billed to CCBHS.

Results. Uses established software programs with appropriate supporting documentation protocol.

14. **Documentation sufficient to support allowable expenditures.** Does organization have sufficient supporting documentation (payroll records and timecards, receipts, allocation bases/statistics) to support program personnel and operating expenditures charged to the program?

Method. Match random sample of one month of supporting documentation for each fiscal year (up to three years) for identification of personnel costs and operating expenditures invoiced to the county.

Discussion. Line-item personnel and operating costs were matched against the approved CCBHS budget line items and reviewed for appropriateness. It appears that documentation supports allowable expenditures, and that expenses submitted were consistent with line items that are appropriate to support the service delivery.

Results. Method of allocation of percentage of personnel time and operating costs appear to be justified and documented.

15. Documentation sufficient to support expenditures invoiced in appropriate fiscal year.

Do the organization's financial system year end closing entries support expenditures invoiced in appropriate fiscal year (i.e., fiscal year in which expenditures were incurred regardless of when cash flows)?

Method. Reconcile year end closing entries in financial system with invoices. Interview fiscal manager of program.

Discussion. Total contract billing was within contract limits, with no billing by this agency for expenses incurred and paid in a previous fiscal year.

Results. C.O.P.E. appears to be implementing an appropriate year end closing system.

16. Administrative costs sufficiently justified and appropriate to the total cost of the program.

Is the organization's allocation of administrative/indirect costs to the program commensurate with the benefit received by the program?

Method. Review methodology and statistics used to allocate administrative/indirect costs. Interview fiscal manager of program.

Discussion. The management and general costs reflected in the independent auditor's report support an indirect cost amount that is in the CCBHS contract budget.

Results. Indirect costs charged appear reasonable.

17. Insurance policies sufficient to comply with contract. Does the organization have insurance policies in effect that are consistent with the requirements of the contract?

Method. Review insurance policies.

Discussion. The program provided certificate of commercial general liability insurance, automobile liability, umbrella liability, professional liability and directors and officers liability policies that were in effect at the time of the site visit.

Results. The program complies with contract insurance requirements.

18. Effective communication between contract manager and contractor. Do both the contract manager and contractor staff communicate routinely and clearly regarding program activities, and any program or fiscal issues as they arise?

Method. Interview contract manager and contractor staff.

Discussion. Program staff and county communicate regularly.

Results. The program has good communication with the contract manager.

VIII. Summary of Results.

C.O.P.E. is committed to delivering culturally and linguistically appropriate mental health services to Contra Costa County parents of children and youth with identified special needs. Their prevention and early intervention services seek to provide families with grounded skills and supports to manage their challenges. The C.O.P.E. programs adhere to the values of MHSA and serving their target population. The program is meeting and often exceeding the outcomes detailed in their contract. C.O.P.E. appears to be a financially sound organization that follows generally accepted accounting principles and maintains documentation that supports agreed upon service expenditures.

IX. Findings for Further Attention.

- Discuss/Assess request for increased contract amount
- Address possible re-location in the future as needed
- Address succession planning as noted in the Board Meeting minutes when appropriate.

X. Next Review Date. 2025

Attachments

Program Description and Outcomes

Contract with Budget and Service Work Plan

Yearly External Fiscal Audit

Organization Chart

Other References Documents

Monthly Demands and Expenditures

Board of Directors' Meeting Minutes

Program Description and Outcomes

Counseling Options Parent Education (C.O.P.E.) Family Support Center

<http://copefamilysupport.org/>

Point of Contact: Cathy Botello, Executive Director

Contact Information: 3000 Citrus Circle, Ste. 220, Walnut Creek, CA 94598 (925) 689-5811,
cathy.botello@copefamilysupport.org

1. General Description of the Organization

C.O.P.E.'s mission is to prevent child abuse by providing comprehensive support services to strengthen family relationships and bonds, empower parents, encourage healthy relationships, and cultivate nurturing family units to encourage an optimal environment for the healthy growth and development of parents and children through parent education.

2. Program: Positive Parenting Program (Triple P) Education and Support – PEI

- a. Scope of Services: In partnership with First 5 Contra Costa Children and Families Commission and Contra Costa County Behavioral Health Services, C.O.P.E. is funded to deliver Positive Parenting Program classes to parents of children ages 0–17. The C.O.P.E. Family Support Center will provide approximately 21 services using the evidence-based Triple P — Positive Parenting Program Level 2 Seminar, Level 3 Primary Care, Level 4 Group, Level 5 Pathways, Level 5 Enhanced, Level 5 Transitions, Level 5 Lifestyle multi-family support groups, at low or no cost to parents of children two to seventeen years of age.

The program utilizes an evidence based self-regulatory model that focuses on strengthening the positive attachment between parents and children by building a parent's capacity for the following five aspects:

- i. **Self-sufficiency** - having the ability to use one's own resources to independently solve problems and decrease reliance on others.
- ii. **Self-efficacy** - having the confidence in performing daily parenting tasks.
- iii. **Self-management** - having the tools and skills needed to enable change.
- iv. **Personal agency** - attributing the changes made in the family to own effort or the effort of one's child.
- v. **Problem-solving** - having the ability to apply principles and strategies, including

creating parenting plans to manage current or future problems.

All classes are available in Spanish, Arabic, Farsi and/or English. To outreach to the community about the curriculum and benefits of Triple P Parenting, C.O.P.E. provides management briefings, orientation, and community awareness meetings to partner agencies. C.O.P.E. supports and organizes annual trainings for other partnering agencies, including pre-accreditation trainings, fidelity oversight and clinical and peer support to build and maintain a pool of Triple P practitioners.

- b. Target Population: Contra Costa County parents of children and youth with identified special needs. Our targeted population includes caregivers residing in underserved communities throughout Contra Costa County.
- c. Payment Limit: FY 22-23: \$268,660
- d. Number served: FY 18-19: 226; FY 19-20: 235; FY 20-21: 200
- e. Outcomes:
 - FY 18-19:
 - Offered Triple P evidenced based parenting classes at 27 site locations across the county
 - Pre and Post Test Survey results indicate program participants showed a 41% decrease in depression, 34% decrease in anxiety, and 33% decrease in overall stress
 - Access and linkage to on-going treatment supported through warm hand off referrals for housing, vocational, legal and mental health services
 - Program served 246 individuals in parenting classes, and 91 individuals for case management services
 - FY 19-20:
 - Provided 21 Triple P Positive Parenting Group classes and seminars to groups in West, Central and East Contra Costa County.
 - Enrolled 235 client family members in Triple P Parenting classes.
 - Provided a Family Transitions Triple P training program and accredited 18 practitioners.
 - Beginning in Mid-March 2020, COPE moved all Triple P classes to online using the Zoom video conferencing platform.
 - Pre and Post Test Survey results indicate program participants showed a 37% decrease in depression, 41% decrease in anxiety, and 24% decrease in overall stress.
 - Access and linkage to on-going treatment supported through warm hand off referrals for housing, vocational, legal, and mental health services.

- FY 20-21:
 - Provided twenty-one (21) Triple P Positive Parenting Group classes and seminars to groups in West, Central and East Contra Costa County. Enrolled 257 individuals in these classes and seminars.
 - Provided a Family Transitions Triple P training program and accredited 22 practitioners.
 - Continued Triple P classes online using the Zoom video conferencing platform due to the COVID-19 pandemic.
 - Provided case management services for families who asked for additional resources. Additionally, if a parent's assessment indicated a concern, the participant was contacted to determine if additional community support was needed. Where appropriate, referrals were made for additional mental health services.
 - Access and linkage to on-going treatment supported through warm hand off referrals for housing, vocational, legal, and mental health services.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)
NOVATION

Number 74-523-6
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health

Subject: Mental Health Services Act Prevention and Early Intervention Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **COUNSELING OPTIONS & PARENT EDUCATION, INC. (C.O.P.E.)**

Capacity: Non-Profit Corporation

Address: 3000 Citrus Circle, Suite 220, Walnut Creek, California 94598

3. **Term.** The effective date of this Contract is July 1, 2021. It terminates on June 30, 2022 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$ 260,835.

5. **County’s Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 74-523-6

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
California Government Code §§ 26227 and 31000 and all legal authorities cited in the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Suzanne Tavano, Ph.D.</u> FF633B9D4EC34B7... Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
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CONTRACTOR

<p>Signature A</p> <p>Name of business entity</p> <p><u>Counseling Options & Parent Education, Inc. (C.O.P.E.)</u></p> <p>DocuSigned by: By <u>Natasha Paddock</u> CDA09C32C4BC48A... (Signature of individual or officer)</p> <p><u>Natasha Paddock</u> <u>President</u> (Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity</p> <p><u>Counseling Options & Parent Education, Inc. (C.O.P.E.)</u></p> <p>DocuSigned by: By <u>Annie Widemann</u> 377367215FA54F5... (Signature of individual or officer)</p> <p><u>Annie widemann</u> <u>Secretary</u> (Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer),
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

DocuSigned by:
By: Suzanne Tavano, Ph.D.
EF833B9D4EC34B7
Designee

County Council approval not required
By: per September 12, 2006 Board Order
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
By: Evelyn Mendez
463480A309C94E4...
Designee

Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS
(Cost Basis Contracts - Long Form)

Number 74-523-6

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor’s obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
 - a. \$ _____ monthly,
 - b. \$ _____ per unit, as defined in the Service Plan,
 - c. An amount equal to Contractor’s allowable costs that are actually incurred each month, but subject to the “Budget of Estimated Program Expenditures” referenced in the Service Plan, *or*
 - d. Monthly payments in an amount equal to Contractor’s net allowable contract costs which have actually been incurred and/or paid by Contractor each month (i.e., reimbursement in arrears for actual expenditures), computed in accordance with and subject to the attached Budget of Estimated Program Expenditures which is incorporated herein by reference. For allowable contract costs which are actually incurred in a given month, but for which invoices are not on hand, Contractor shall include estimates of such costs in its County Demand Form D-15 for said month, and Contractor shall increase or decrease each subsequent month’s Demand to adjust for any resulting over- or under-payments, subject to the Contract Payment Limit. Contractor shall provide County all invoices for all previously estimated costs on the next submitted demand after receiving said invoices, and shall specify the increase or decrease on that demand.

3. **Allowable Costs.** Contractor’s allowable costs are only those which are determined in accordance with:
 - a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
 - b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services.
 - (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
 - (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
 - (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).

Initials: DS
NP DS
JH

Contractor County Dept.

Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS
(Cost Basis Contracts - Long Form)

Number 74-523-6

- (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.
- c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2 (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the Payment Limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit.
9. **Audit Exceptions.** In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: DS
NP DS
JH
Contractor County Dept.

Counseling Options Parent Education, Inc. (C.O.P.E.)
BUDGET OF ESTIMATED PROGRAM EXPENDITURES

Number 74-523-6

Fiscal Year 2021 – 2022

A. GROSS OPERATIONAL BUDGET**1. Cost Reimbursement Categories**

- a. Personnel Salaries and Benefits
- b. Operational Costs (Direct)
- c. Indirect Costs

Triple-P Parenting Program	
\$ 171,522	
98,913	
0	
\$ 270,435	

2. Total Gross Allowable Program Costs**B. LESS PROJECTED NON-COUNTY PROGRAM REVENUES**

(To be collected and provided by Contractor)

(9,600)**C. NET ALLOWABLE TOTAL COSTS:****\$260,835****D. TOTAL CONTRACT PAYMENT LIMIT :****\$260,835****E. CHANGES IN COST CATEGORY AMOUNTS**

Subject to the Total Payment Limit, and subject to State guidelines, each cost category Subtotal Amount set forth above:

1. May vary within each program by up to 15% without approval by County; *and*
2. May be changed in excess of 15% in any fiscal year period provided, however, that Contractor has obtained written authorization prior to April 30th that fiscal year period under this Contract from the Department's Behavioral Health Services Director, or designee, before implementing any such budget changes.

F. PROGRAM BUDGET CHANGES

Subject to the Contract Payment Limit and subject to State guidelines, Contractor may make changes in the total amounts set forth above for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue, provided, however, that Contractor has obtained written authorization prior to April 30th of each fiscal year period under this Contract, from the Department's Behavioral Health Services Director, or designee in accordance with Paragraph G, below, before implementing any such budget changes.

G. CONTRACTOR BUDGET

Contractor will submit to County, for informational purposes upon request, its total Corporation budget including: all program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center and listing numbers of staff positions by job classification.

H. BUDGET REPORT

No later than April 30th of each fiscal year period under this Contract, Contractor shall deliver a written Budget Report to the Department's Behavioral Health Services Director, or designee, stating whether or not the budgeted amounts set forth in this Budget of Estimated Program Expenditures for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue for the respective fiscal year period hereunder accurately reflect the actual cost for the Service Program. If any of these program budget amounts needs to be changed, Contractor shall include in its Budget Report a complete copy of the revised Budget of Estimated Program Expenditures, an explanation of the program budget and revenue changes, and a request for prior written authorization to implement the changes in accordance with Paragraph E, above, subject to Payment Provisions, Paragraph 7 (Cost Report and Settlement).

Initials: NP^{DS} JH^{DS}
 Contractor County Dept.

SERVICE PLAN

Number 74-523-6

- 1) **Services to be Performed.** Contractor will assist the County's Health Services Department to implement the Mental Health Services Act ("MHSA") Prevention and Early Intervention ("PEI") Program. Contractor's program shall be carried out in accordance with County's Contract #29-469 with the California Department of Health Care Services (hereinafter, the "State Contract"), and any amendments or renewals thereto.

The following applicable services shall be rendered by Contractor as part of this Contract:

- a. Provide twenty-one (21) Triple P-Positive Parenting Group classes and seminars by a certified and accredited Triple P practitioner;
 - b. Provide a management briefing/orientation to partnering agencies by providing an overview of the Triple P Multi-level System and implementation support;
 - c. Coordinate "Train the Trainers" trainings for up to twenty (20) Practitioners in Contra Costa County;
 - d. Provide pre-accreditation training to prospective Triple-P practitioners;
 - e. Provide monthly clinical/peer support meetings designed to problem solve Practitioners' issues delivering Triple P to parents; *and*
 - f. Provide pre-and post-assessment information to Practitioners and County including demographics of attendees, attendance, and delivery of incentives; *and*
 - g. As per California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Section 3735, the Contractor shall include strategies and report outcomes on creating access and linkage to mental health treatment, promoting ways that improve timely access to mental health services for underserved populations, and using strategies that are non-stigmatizing and non-discriminatory.
- 2) **Work Plan.** Contractor's services shall be carried out as set forth in the Work Plan ("Work Plan") for this Contract, which is incorporated herein by this reference. A copy of the Work Plan is on file in the office of the County's Director of Behavioral Health Services. County has provided a copy of the Work Plan to Contractor. Additional electronic or hard copies of the Work Plan template are available by contacting the office of the County's Director of Behavioral Health Services.

3) **Compliance.**

a. **Reports and Documentation.**

- i. Contractor shall comply with County and State Requirements to collect, document, and report information about beneficiaries served and services provided, including but not limited to beneficiary assessment and performance data (e.g., CANS, PSC-35) and audited financial and encounter data.
- ii. Contractor shall prepare and submit to County periodic performance progress reports as may be required by County's Health Services Director or the Director's designee.
- iii. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County a written final activity report which will include, but is not limited to, an evaluation of the ^{DS}quantity, ^{DS}quality, and

Initials: NP JA
 Contractor County Dept.

SERVICE PLAN

Number 74-523-6

impact of the work undertaken in conducting services provided under this Contract (the “Final Activity Report”).

- b. **Beneficiary Rights.** Contractor shall comply with applicable laws and regulations relating to patients’ rights, including, but not limited to, patient rights set forth in California Welfare and Institutions Code § 5325; 9 CCR §§ 862 through 868; and 42 Code of Federal Regulations (“C.F.R”) § 438.100.
- c. **Quality Assessment and Performance Improvement.** Contractor shall comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.
- 4) **Service Site Licenses, Certifications and Maintenance.** Contractor shall possess the necessary license to operate the site(s) needed to provide the services specified in this contract, if applicable, and any required certification. The site(s) owned, leased or operated by Contractor, and used for services or by staff, shall meet local fire codes and be clean, sanitary, and in good repair. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated by Contractor and used for any services as part of this Contract to ensure the safety and well-being of beneficiaries and staff. Mental Health Services, Medication Support Services, and Crisis Intervention Services may be provided face-to-face, by telephone or by telemedicine with the beneficiary or significant support person(s) and may be provided anywhere in the community.
- 5) **Service Access.** In order to ensure County meets the requirements set forth by regulations as outlined below, Contractor shall partner with County to offer services that are accessible to all beneficiaries with reasonable accommodations when necessary.
- a. Contractor shall ensure all services included in this Contract are available and accessible to beneficiaries in a timely manner, as defined in 9 CCR § 1810.405, and California Welfare and Institutions Code § 14717.1.
- b. Contractor shall ensure all services are rendered at a location or in a manner to adhere to, in all geographic areas within County, the time and distance standards for adult and pediatric mental health providers developed by the California Department of Health Care Services. (42 C.F.R. §§ 438.68(a), (b)(1)(iii) and (b)(3), and 438.206(a).
- c. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)
- d. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

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e. Contractor shall make its admission and service delivery policy available to the public for inspection.

6) **Cultural Competence.** Contractor shall ensure that services are provided in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contract shall ensure that services are delivered in compliance with the most current version of the County’s Cultural Compliance Plan. Specifically:

a. Contractor shall have available, as appropriate, alternatives and options that accommodate individual preference, or cultural or linguistic preferences, demonstrated by the provision of culture-specific programs, provided by County/Contractor and/or referral to a community-based, culturally-appropriate, nontraditional mental health provider.

b. If the needs for language assistance is identified in the assessment, Contractor shall ensure there is documentation of linking beneficiaries to culture-specific and/or linguistic services as described in the County’s Cultural Competence Plan.

c. Contractor shall provide and ensure all written documents and member information are made readily available to beneficiaries who prefer to receive services in a threshold language, as determined by DHCS. All documents shall be translated through the use of a qualified translator. This also includes the posting of the nondiscrimination notice in member information and all other information notices and the provision of the required taglines that inform Limited English Proficiency (LEP) individuals of the availability of free language assistance services and auxiliary aids and services for people with disabilities as well as how to file a discrimination grievance with the Contra Costa County Behavioral Health and HHS OCR.

d. Contractor shall conduct outreach informing underserved populations of the availability of cultural and linguistic services and programs.

e. Contractor shall provide all required information to the County, including:



i. Cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, and whether the provider has completed cultural competence training; and

ii. Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

7) **Provider Licensing and Credential Requirements.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (9 CCR § 1840.314(d).

a. Contractor shall ensure all providers are appropriately licensed and credentialed to provide their scope of services; and

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b. Contractor's head of service, as defined 9 CCR §§ 622 through 630, shall be a licensed mental health professional or other appropriate individual as described in these sections.

8) General Operations Administrative Manual. Contractor shall have a current administrative manual outlining the general operations, policies and procedures associated with all services rendered under this Contract. To ensure adherence with the administrative manual, Contractor shall fully train its staff on the contents of the manual at time of hire and reviewed annually with all staff. The manual shall include, at minimum:

- a. Personnel policies and procedures;
- b. General operating policies and procedures;
- c. Service delivery policies and procedures;
- d. Policies and procedures related to Medicaid federal and state financial integrity and compliance requirements; and
- e. Procedures for reporting unusual occurrences relating to health and safety issues.

9) Storing and Dispensing Medications. For Contractors that provide or store medications as part of the services rendered under this Contract, Contractor shall store and dispense medications in compliance with all pertinent state and federal standards, including standards related to the following:

- a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
- c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- e. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
- f. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- g. Policies and procedures are in place for dispensing, administering and storing medications.

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10) Medi-Cal Beneficiary Liability for Payment. Contractor shall not demand or otherwise collect reimbursement from a beneficiary or persons acting on behalf of a beneficiary for any services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (9 CCR § 1810.365 (a).)

- a. Contractor shall utilize the guidelines and procedures established by the State of California and County for determining Client fees and payment liability, including but not limited to the “Uniform Method for Determining Ability to Pay” (UMDAP) and Revenue Development Policies and Procedures Manual, as issued by the California Department of Health Care Services.
- b. Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 C.F.R. part 447.50 through 447.82. (42 C.F.R. § 438.108.)
- c. Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x))

11) Third-Party Payment Liability. Contractor is solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor’s program and facilities established under this Contract. In no event shall County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor’s performance of this Contract.

12) Ownership and Disposition of Property and Equipment. Equipment and capital expenditure items with a purchase price of \$ 500 or more and a useful life of at least one (1) year shall be defined as nonexpendable property. Items with a purchase price of less than \$ 500 or a useful life of less than one year shall be defined as expendable property. Subject to these definitions, the acquisition and utilization of expendable property and nonexpendable property shall be determined in accordance with the principles and statements set forth in the federal Office for Management and Budget (OMB) Circular No. A-110, and any amendments thereto (references contained therein to the federal government, federal agencies or “grantor” shall be construed to mean “County” and references to “grantee” or “recipient” shall be construed to mean “Contractor”). Upon termination of this Contract, or as otherwise may be prescribed by County, Contractor shall account for and transfer to County all remaining expendable property and nonexpendable property, including supplies and equipment, loaned by County for use by Contractor or acquired with Contract funds. Contractor shall exclude items which are fully depreciated or which are purchased with outside, non-County funds. County shall retain full ownership of all such transferred property.

13) Protection of Property and Equipment. Throughout the term of this Contract, and any modification or extension thereof, Contractor will:

- a. Cooperate with County in tagging and appropriately identifying all program property and equipment loaned by County for use by Contractor or acquired with Contract funds;

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- b. Establish a property management control system to ensure adequate safeguards to prevent loss, theft, or damage to property, and maintain all equipment in good working repair at all times;
- c. Investigate, fully document, and immediately report to appropriate police agencies and/or County any loss, theft, or damage to property and equipment. Contractor will repair or replace all such items within sixty (60) days with items of comparable quality and value; *and*
- d. Maintain accurate records of all equipment and other such property loaned by County for use by Contractor or acquired with Contract funds, including property description, identification numbers, acquisition date and cost, source, location, use, condition and disposition.

14) HIPAA Requirements. Contractor must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

15) Maintenance of Effort. Contractor shall not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Contractor may have been expending or otherwise using to support Contractor's activities of any kind.

16) Novation. The parties entered into prior Contract #74-523-5 for the period from July 1, 2020 through June 30, 2021, which included a six-month automatic extension through December 31, 2021. County and Contractor hereby agree to substitute this Contract #74-523-6 for the aforesaid six-month automatic Contract extension. Effective July 1, 2021, all Contract rights and obligations of the parties will be governed by this Contract #74-523-6.

17) Automatic Extension. Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to June 30, 2022, by either party pursuant to Paragraph 5. (Termination), of the General Conditions, the term of this Contract shall be automatically extended for the six (6)-month period through December 31, 2022 (the "Extension Period"). During the Extension Period, this contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Contractor, to allow County time in which to complete a novation or renewal contract for Contractor, and to obtain County Board of Supervisors approval of such novation or renewal, if necessary. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit), of this Contract, will be increased by \$130,417 (the "Extension Period Payment Limit") and County's total payments to Contractor for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract;
- b. County will pay Contractor in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above;

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- c. Contractor will continue to provide services as set forth in the Service Plan, subject to any amendments thereto;
- d. The Extension Period will be subject to any further agreement (novation) which Contractor and County may enter into covering the provision of services during the contract period immediately following the term of this Contract and any Extension thereof, in accordance with Contra Costa County's current revision of the project, if any, specified in Paragraph 8. (Project) of the Standard Contract; and
- e. In addition to the cost report specified in Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, as amended by the Special Conditions, Paragraph 2., Contractor shall also submit to County, no later than sixty (60) days following termination of this Contract during or after the Extension Period, an Extension Period cost report covering the period of this six (6)-month extension. County and Contractor shall follow the cost report and settlement procedures specified in above-referenced Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, subject to the Extension Period Payment Limit specified above.

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SPECIAL CONDITIONS

Number 74-523-6

1. **Insurance Requirements.** Paragraph 19. (Insurance), of the General Conditions is hereby modified by the addition of subparagraph e., to read as follows:

“e. **Cyber Liability Insurance.** If Contractor will be hosting County data or software on Contractor’s servers, Contractor shall provide commercial Cyber Liability Insurance, in form and substance satisfactory to County, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, identity restoration services, and any penalties or fines that may be assessed. Contractor shall cause such insurance to be endorsed to include County and its officers and employees as additional insureds. Such policies must constitute primary insurance as to County and its officers, agents, and employees, so that other insurance policies held by them or their self-insurances programs will not be required to contribute to any loss covered under Contractors’ insurance policy or policies. Contractor shall provide County with a copy of the endorsement making the County an additional insured on its commercial Cyber Liability Insurance policies as required herein no later than the effective date of this Contract.”

2. **Cost Report.** Paragraph 7. (Cost Report and Settlement), of the Payment Provisions is hereby deleted in its entirety and replaced with a new paragraph to read as follows:

“7. **Cost and Financial Reporting Requirements.**

- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the “Termination Date”) or, if applicable, receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant.
- c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the “Late Penalty”). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this

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SPECIAL CONDITIONS

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subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee.”

3. **Audit Requirements.** Paragraph 8. (Audits), of the Payment Provisions is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:

“8. **Audits.** The records of Contractor may be audited by the County, State, or United States government. Contractor shall submit an accurate and complete audit(s) to County within one hundred eighty (180) days following the Termination Date of this Contract, in the form and manner required by County, as set forth herein.

In the event Contractor fails to submit such an audit, all payments due to Contractor under this, or any other Contracts between Contractor and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Contractor’s audit(s) by the Health Services Director, or designee, County will resume any payments due to Contractor under the terms of the Contract(s). Payment suspensions pursuant to this paragraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee.

If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), as amended, then Contractor shall pay County within thirty (30) days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), as amended, then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit. If non-compliance is identified in an audit(s), Contractor shall submit to County a Corrective Action Plan (CAP) within (60) days after the completion of the audit.”

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
GENERAL CONDITIONS
(Purchase of Services - Long Form)


1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


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GENERAL CONDITIONS
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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.


7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


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GENERAL CONDITIONS
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10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


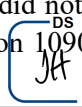
11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In




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
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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other ^{DS} insurance policies held by



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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.



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Revised 2016

GENERAL CONDITIONS
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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.



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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- 28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

- 29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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County Dept.

HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-523-6 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

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

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
 - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
 - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
- (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
 - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
 - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer
 50 Douglas Drive, Suite 310-E
 Martinez, CA 94553
 Or Privacy.Officer@hds.cccounty.us

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer
 (925) 957-5430

If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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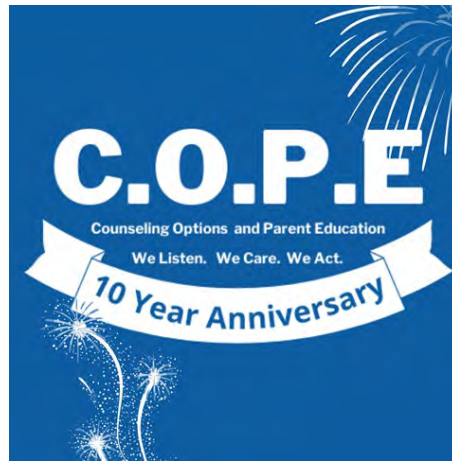
- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.



**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

**FINANCIAL STATEMENTS
WITH
INDEPENDENT AUDITOR'S REPORT
YEAR ENDED JUNE 30, 2021**

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Counseling Options & Parenting Education
Support Center, Inc. (C.O.P.E.)

We have audited the accompanying financial statements of C.O.P.E. (a California nonprofit corporation), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of C.O.P.E. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Tryna Accountancy Corporation

Oakland, California

September 25, 2021

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

**STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 147,889	\$ -	\$ 147,889
Accounts and grants receivable, current	325,958	-	325,958
Deposits	4,019	-	4,019
Prepaid expenses	<u>2,905</u>	<u>-</u>	<u>2,905</u>
TOTAL CURRENT ASSETS	480,771	-	480,771
Property and equipment, net	260	-	260
Accounts and grants receivable, net of current	<u>19,131</u>	<u>-</u>	<u>19,131</u>
TOTAL ASSETS	<u>\$ 500,162</u>	<u>\$ -</u>	<u>\$ 500,162</u>
LIABILITIES AND NET ASSETS			
Accounts payable	\$ 15,685	\$ -	\$ 15,685
Accrued payroll and related expenses	42,204	-	42,204
Deferred revenue	<u>46,469</u>	<u>-</u>	<u>46,469</u>
TOTAL LIABILITIES	<u>\$ 104,358</u>	<u>\$ -</u>	<u>\$ 104,358</u>
NET ASSETS			
Without donor restrictions	395,804	-	395,804
With donor restrictions	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL NET ASSETS	<u>395,804</u>	<u>-</u>	<u>395,804</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 500,162</u>	<u>\$ -</u>	<u>\$ 500,162</u>

See independent auditor's report and accompanying notes to financial statements.

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

**STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2021**

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUES			
Grants and donations	\$ 793,748	-	\$ 793,748
Fee for service	309,707	-	309,707
In-kind	21,000	-	21,000
Interest	325	-	325
Other	16,381	-	16,381
Net assets released from restrictions	25,000	(25,000)	-
TOTAL SUPPORT AND REVENUES	1,166,161	(25,000)	1,141,161
EXPENSES			
Program services	964,410	-	964,410
Management and general	28,190	-	28,190
Fundraising	25,107	-	25,107
TOTAL EXPENSES	1,017,707	-	1,017,707
CHANGES IN NET ASSETS	148,454	(25,000)	123,454
Net assets, beginning of year	247,350	25,000	272,350
Net assets, end of year	\$ 395,804	\$ -	\$ 395,804

See independent auditor's report and accompanying notes to financial statements.

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

**STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021**

	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries	\$ 563,385	\$ 12,425	\$ 8,103	\$ 583,913
Payroll taxes	45,871	899	29	46,799
Benefits	7,314	-	59	7,373
Workers' compensation	4,058	846	45	4,949
Travel	12	-	-	12
Facility and depreciation	2,432	-	-	2,432
Insurance	4,395.00	240.00	-	4,635
Food	2,497	2,613	-	5,110
Program training	34,574	92	-	34,666
Professional services	142,393	2,200	551	145,144
Supplies	37,653	-	-	37,653
Occupancy	48,458	-	-	48,458
Telephone	6,388	205	-	6,593
Office expenses	41,720	7,877	300	49,897
Postage	139	209	-	348
Dues and subscriptions	5,042	119	10	5,171
Equipment leases	5,063	156	-	5,219
Storage	1,180	-	-	1,180
Payroll processing	4,498	309	39	4,846
Bad debt expense	2,843	-	-	2,843
Special events	-	-	15,971	15,971
Miscellaneous	4,495	-	-	4,495
TOTAL EXPENSES	\$ 964,410	\$ 28,190	\$ 25,107	\$ 1,017,707

See independent auditor's report and accompanying notes to financial statements.

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

**STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2021**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$	123,454
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Amortization and depreciation expense		2,432
(Increase) decrease in operating assets:		
Accounts and grants receivable		(163,521)
Prepaid expenses		1,250
Increase (decrease) in operating liabilities:		
Accounts payable		724
Accrued payroll and related expenses		(6,387)
Deferred revenue		46,469
Accrued expenses		(18,605)
Net cash provided (used) in operating activities		(14,184)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment		-
Net cash provided (used) by investing activities		-

CASH FLOWS FROM FINANCING ACTIVITIES

Forgiveness of PPP loan		(124,720)
Net cash provided (used) in financing activities		(124,720)
Net decrease in cash in cash equivalents		(138,904)

CASH AND CASH EQUIVALENTS, beginning of year

Unrestricted cash and cash equivalents		286,793
Restricted cash and cash equivalents		-
Total cash and cash equivalents, beginning of year		286,793

CASH AND CASH EQUIVALENTS, ending of year

Unrestricted cash and cash equivalents		147,889
Restricted cash and cash equivalents		-
Total cash and cash equivalents, end of year	\$	147,889

See independent auditor's report and accompanying notes to financial statements.

**COUNSELING OPTIONS & PARENT EDUCATION
SUPPORT CENTER, INC. (C.O.P.E.)**

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF ACTIVITIES

Counseling Options & Parent Education Support Center, Inc., C.O.P.E. (the Organization), was incorporated in September 29, 2011, as a California nonprofit corporation that operates in Walnut Creek, California. The Organization's mission is to prevent child abuse, provide comprehensive services to strengthen family relationships and bonds, empower parents, foster healthy relationships, and cultivate family units that encourage an optimal environment for the healthy growth and development of parents and children through parent education.

NOTE 2 -PROGRAM SERVICES

The Organization has one program with several activities including:

Triple P Parenting Education

Education activities demonstrated to prevent and treat behavioral, emotional and developmental problems in children by enhancing the knowledge, skills, and confidence of parents. All of this is done through a strength-based and self-reflective approach that builds upon existing parenting strengths. The flexibility and scope of the system enables it to be offered in a variety of settings with a diverse range of practitioners and target populations.

Counseling

Counseling includes work one-on-one, with families or in a group with a therapist, on issues such as depression, anxiety, stress, post-traumatic stress disorder, anger management, life transitions, substance abuse, single or co-parenting, divorce mediation, and other personal or emotional issues to help participants to move forward in life and reach their goals. Therapists are culturally sensitive, hailing from diverse backgrounds and orientations, who offer sessions in Spanish, English, and Arabic languages.

Youth Services

Youth services include a workshop for teens that teaches emotional intelligence and self-regulation.

Anger Management

Anger management is designed to help individuals recognize and manage anger by gaining a better understanding of self. Participants learn to better control anger, so that it does not lead to violent outbursts or actions that are harmful to others.

Supporting Father Involvement

Supporting father involvement emphasizes the importance of the father's role in the child's life. Group meeting's central aspects include access and improving parent relationship with children, and father role in building a system of relationships.

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Adoption of New Accounting Pronouncement

During the year ended June 30, 2020, the Organization implemented *ASU No. 2014-09 - Revenue from Contracts with Customers*, which supersedes the existing transaction and industry-specific revenue recognition guidelines. The new guidance requires the recognition of revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

Analysis of various provisions of this standard resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

Net Assets

Financial statement presentation follows the requirement of the Financial Accounting Standard Board. The Organization is required to report information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board can designate, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment. There was no board-designated endowment as of June 30, 2021.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. There were no net assets restricted in perpetuity as of June 30, 2021.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

The costs of providing various programs and other activities are summarized on a functional basis in the statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited based on the management estimate. General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization. Salaries and related expenses are allocated based on employees' direct time spent on program or support activities or the best estimate of time spent. Given the collaborative manner in which the Organization delivers its programs, rents are allocated based on staff hours devoted to each program or function. Expenses, other than salaries and related expense, which are not directly identifiable by program or support services, are allocated based on the best management's estimate.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Organization considers all cash account, with an initial maturity of three months or less to be cash equivalents.

Fair Value of Financial Instruments

Financial instruments consist of financial assets and financial liabilities. The Organization's financial assets are cash and cash equivalents and accounts receivable. The Organization's financial liabilities are accounts payable and other short-term liabilities. None of the financial instruments are held for trading. The fair value of these financial instruments approximates the carrying amounts because the value of the short maturity of these instruments.

Contributions In-Kind

Donated goods are recorded at their estimated fair market value on the day of donation. Contributed services, which require a specialized skill and which the Organization would have paid for if not donated, are recorded at their market value at the time the services are rendered. Donated services that do not meet the criteria for recognition, but which are, nonetheless, central to the Organization's operations are not reflected in the financial statements.

Contributions and Contributions Receivable

Contributions are recognized as revenue when received or unconditionally promised. Contributions received are recorded as support with donor restrictions and without donor restrictions, depending on the existence and/or nature of any donor restrictions.

Support that is restricted by the donor is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Conditional pledges are recognized as receivables and revenue when the conditions on which they depend are substantially met.

Contributions receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization uses the allowance method to determine uncollectible receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. The Organization charges off uncollectible contributions receivable when management determines amounts are not collectable. No allowance was recorded as of June 30, 2021 because all amounts are expected to be collected in full.

Revenue Recognition

The Organization recognizes revenue on the accrual basis of accounting. Meeting registrations, fee for service, and other earned income are recognized as revenue in the period in which the related services are provided and revenue is earned. Cost reimbursable awards are recognized as revenue in the period in which the service is provided. Contributions and donations are recognized as revenue in the period when they are unconditionally promised.

Property and Equipment

All acquisitions of property and equipment in excess of \$2,000 and all expenditures for repairs, maintenance, or improvements that significantly prolong the useful lives of the assets are capitalized. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method over estimated useful lives of three to five years.

Deposits

Deposits consist of security deposit amounts held with a leasing company and are recorded at the time the lease agreement was signed.

Prepaid Expenses

Prepaid expenses are amortized over the period of future benefit.

Deferred Revenue

Deferred revenue represents unearned portion of the fee-for-service grants received prior to when the related services are provided.

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is a not-for-profit organization that is exempt from federal income tax on income under Section 501(c)(3) of the Internal Revenue Code and from state franchise tax under California Revenue and Taxation Code Section 23701(d). However, income from activities not directly related to its tax-exempt purpose is subject to taxation as unrelated business income. There was no tax on unrelated business income for year ended June 30, 2021.

FASB ASC 740-10 requires an organization to determine whether it is more likely than not that a tax position will be sustained upon examination on the technical merits of the position, assuming the taxing authority has full knowledge of all information. If the tax position does not meet the more likely than not recognition threshold, the benefit of that position is not recognized in the financial statements. The Organization has no assets or liabilities related to uncertain tax positions. The Organization is subject to routine audits by taxing jurisdictions; there are currently no audits for any tax periods in progress.

NOTE 4 - CONCENTRATION OF CREDIT RISK

FASB ASC 825 requires disclosure of significant concentrations of credit risk arising from all financial instruments. Concentrations of credit risk financial instruments which potentially subject the Organization to concentrations of credit risk consist principally of temporary cash investments. At times, a portion of these cash investments may not be insured by Federal Deposit Insurance Corporation. The potential concentration of credit risk pertaining to temporary cash investments will vary throughout the year depending upon the level of cash deposits versus amounts insured. The Organization is maintaining all deposits in high quality financial institutions. As of June 30, 2021, the Organization had uninsured bank balance of \$74,523.

The Organization receives significant amounts of revenue from governmental contracts. Should funding from these grants be changed due to a change in budgeting or due to cutbacks, such reduction in funding might have an adverse effect on the Organization's programs and activities.

Funding from governmental contacts are as follows:

- A contract agreement between Mental Health Services Act (MHSA) Prevention & Early Intervention Services and Contra Costa County Health Services - Behavioral Health Services/Mental Health (the County) with a subcontract provision for the Organization to administer Triple P program. Under the terms of the agreement, an amount not to exceed \$253,238 is paid by the County to the Organization for the period July 1, 2020, through June 30, 2021. The support from MHSA is 22% of the Organization's total revenue.
- A contract with First 5 Contra Costa Children and Families Commission (First 5) for an amount not to exceed \$191,244 from July 1, 2020, through June 30, 2021. The support from First 5 is 17% of the Organization's total revenue.

NOTE 4 - CONCENTRATION OF CREDIT RISK (continued)

- A contract with Contra Costa County Employment & Human Services (CCCEHS) to promote children and family services for an amount not to exceed \$73,000 from July 1, 2020, through June 30, 2021. The support from CCCEHS from this program is 6% of the Organization’s total revenue.
- A contract with Contra Costa County Employment & Human Services (CCCEHS) to promote safe and stable families for an amount not to exceed \$108,000 from July 1, 2020, through June 30, 2021. The support from CCCEHS from this program is 9% of the Organization’s total revenue.
- A forgiven loan under Paycheck Payroll Protection issued by Small Business Administration (SBA) in amount of \$126,999. The support from SBA is 11% of the Organization’s total revenue.

NOTE 5 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization’s financial assets as of the statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date.

Cash and cash equivalents	\$	147,889
Accounts and grants receivable, current		345,089
Less those unavailable for general expenditures within one year, due to: restricted by donor with time or purpose restrictions		<u>-</u>
Financial assets available to meet cash needs for general expenditure within one year	\$	<u>492,978</u>

The Organization’s current liability as of June 30, 2021 is \$104,358. Thus, the Organization has sufficient liquid assets to pay its current liabilities. The Organization manages its liquidity following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs, and maintaining sufficient funds to provide reasonable assurance that long-term obligations will be met.

NOTE 6 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of a grant designated for specific purposes. The composition of net assets with donor restrictions for the year ended June 30, 2021, are as follows:

Purpose	June 30, 2020	Additions	Released	June 30, 2021
Board and Strategic Development	\$ <u>25,000</u>	\$ <u>-</u>	\$ <u>25,000</u>	\$ <u>-</u>
Total	\$ <u>25,000</u>	\$ <u>-</u>	\$ <u>25,000</u>	\$ <u>-</u>

NOTE 7 - ACCOUNTS AND GRANTS RECEIVABLE

Accounts and grants receivable June 30, 2021, represent funds earned or unconditionally promised, but not yet received from current contracts and grants as follows:

Grantors	Amount
CC First 5 Children and Families Commission	\$ 118,546
CCC Office of Ed.	23,499
Contra Costa Family Justice Center (FJC)	975
COPE Family Center - Napa	928
FACT	31,151
EHR Transactions	17,205
MHSA - current year	54,557
Promoting Safe and Stable Families	9,396
PSSF	53,015
Quest Foundation	15,000
Shelter Inc.	55
Victim Compensation Program	8,964
Other	<u>11,798</u>
Total	\$ <u>345,089</u>

The Organization' management does not believe that an allowance for doubtful accounts is required for any of the accounts and grants receivable as of June 30, 2021 because all receivables are expected to be collected in full.

Grants receivable, noncurrent in amount of \$19,131 will mature in one to five years.

NOTE 8 - PROPERTY AND EQUIPMENT

Property and equipment as of June 30, 2021 are as follows:

Leasehold improvements	\$ 4,250
Less: accumulated depreciation	<u>(3,990)</u>
Furniture and equipment, net	\$ <u>260</u>

For the years ended, June 30, 2021, the Organization recorded \$2,432 in depreciation expense.

NOTE 9 - LEASES

The Organization leases an office space located in Walnut Creek, California under a non-cancellable operating lease expiring on August 31, 2021 with monthly payment of \$4,019. The Organization also leases a copier and storage space on a month-to-month payment schedule; thus, the future minimum rental payments were not calculated on this report.

NOTE 9 – LEASES (continued)

Future minimum lease payments for the year ended June 30, are as follows:

2022	\$	<u>8,038</u>
Total	\$	<u>8,038</u>

Total lease expense for the year ended June 30, 2021 is \$54,205.

NOTE 10 - DONATED SERVICES AND OTHER IN-KIND CONTRIBUTIONS

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization.

For the year ended June 30, 2021, the Organization received professional services from The Stamford Consulting Team, which estimated \$21,000.

The management estimated that about 8 intern volunteers provided 2,500 hours of volunteer services to the Organization assisting with Parent Education classes and providing therapeutic services. Additionally, 7 board members provided 600 hours related to strategic planning, advertising, and fundraising for the year ended June 30, 2021.

NOTE 11 - RETIREMENT PLAN

The Organization provides a 401K, pre-tax deferral plan for all employees who wants to participate. The plan is funded by employer matching contributions and participating employees' contributions, pursuant to a salary reduction agreement. The Organization matches 3% of an employee's allowable contribution. The Organization contributed \$5,173 for the employees' match.

NOTE 12 – SPECIAL EVENT

As the year end of June 30, 2021, the Organization had no special events.

NOTE 13 - CONTINGENCIES

Grant awards require the fulfillment of certain conditions as set forth in the instruments of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors.

The Organization deems this contingency remote since, by accepting the grants and their terms, it has accommodated the objectives of the provisions of the grant. Management is of the opinion that the Organization has complied with the terms of all grants.

NOTE 14 - SUBSEQUENT EVENTS

Management of the Organization has reviewed the results of operations for the period of time from its year end, June 30, 2021 through September 25, 2021, the date the financial statements were available to be issued, and have determined that no adjustments are necessary to the amounts reported in the accompanying financial statements nor have any subsequent events occurred, the nature of which would require disclosure.

In the US, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law on March 30, 2020. While the extent and duration of the economic fallout from the COVID-19 pandemic remains unclear, the Organization's future performance might be affected by the pandemic.

IRYNA ACCOUNTANCY CORPORATION

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Organizational Chart

