

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Monterey County Children and Families Commission DBA First 5 Monterey County,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** Assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to eligible and potentially eligible individuals through the CMAA Program.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 70,000.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2016 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Modifications to the Standard Agreement
- Exhibit C** Business Associate Agreement

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY.**

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Elsa M. Jimenez, Director, Department of Health	Francine Rodd, Executive Director
Name and Title	Name and Title
Administration Unit 1270 Natividad Road Salinas, CA 93906	1125 Baldwin Street Salinas, CA 93906
Address	Address
(831) 755-4526	(831) 444-8549
Phone	Phone

**15.0 MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**  
By: [Signature]  
Contracts/Purchasing Officer

**CONTRACTOR**  
First 5 Monterey County  
Contractor's Business Name\*

Date: 10-5-16

By: [Signature]  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Date: 10/10/16

FRANCINE RADD, EXECUTIVE DIRECTOR  
Name and Title

Approved as to Form<sup>1</sup>  
By: [Signature]  
Deputy County Counsel

Date: 7/1/16

Date: 9/29/2016

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>  
By: [Signature]  
Auditor/Controller

Kerstine A Town-Controller  
Name and Title

Date: 10/2/16

Date: 7/1/16

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Approved as to Liability Provisions<sup>3</sup>  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management  
Date: 9-30-16

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by County Counsel is required  
<sup>2</sup> Approval by Auditor/Controller is required  
<sup>3</sup> Approval by Risk Management is required only if changes are made in sections 7 or 8

**EXHIBIT-A**

**To Agreement by and between  
Monterey County Health Department hereinafter referred to as “County”  
AND  
Monterey County Children and Families Commission DBA First 5 Monterey County  
hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

County-Based Medi-Cal Administrative Activities (CMAA) is established means of claiming Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set forth in W&I Code Section 14132.47. Through the CMAA program, DHCS (State of California Department of Health Care Services) and individual county agencies promote access to health care for clients in the county public health system, minimizing both health care costs and long-term health care needs for at risk populations, and coordinating clients’ health care needs with other providers.

DHCS recognizes the unique relationship that the COUNTY has with Medi-Cal eligible individuals. DHCS, in order to take advantage of this expertise and relationship, has, by contract, designated the COUNTY as the Local Government Agency (LGA) for purposes of submitting Medi-Cal Administrative Activity (CMAA) claims to the DHCS.

The purpose of the contract between DHCS and COUNTY is to assist the State in the proper and efficient administration of the Medi-Cal Program. Assistance by county departments/entities in providing Medi-Cal administration has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by the LGA and their subcontractors.

COUNTY, as LGA, recognizes the unique relationship that certain other departments and entities in the County have with Medi-Cal eligible individuals. It further recognizes their expertise in identifying and assessing the health care needs of the Medi-Cal eligible individuals they serve. As the LGA, the COUNTY is authorized to enter into agreements with a department/entity performing CMAA, hereinafter referred to as CONTRACTOR (Franciscan Workers of Junipero Serra), the CONTRACTOR, in support of the COUNTY, as the LGA claiming administrative reimbursement. COUNTY, in order to take advantage of the CONTRACTOR’S expertise and relationship, enters into this agreement herewith.

**B. CONTRACTOR Obligations:**

CONTRACTOR (F5MC) “CONTRACTOR” shall agree to:

Rev. C/P 022613  
F5MC CMAA  
\$70,000  
07/01/2016-06/30/2018

- I. Perform Medi Cal administrative activities (CMAA) on behalf of the LGA to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the CONTRACTOR.

### **Activity Code Descriptions and Examples**

The following activity code descriptions and examples outline the specific activities and/or services related to the proper administration of the Medi-Cal program that are eligible for federal reimbursement. However, if any activity listed below is provided as part of, or as an extension of, a direct medical service, it may not be claimed as CMAA.

NOTE: All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on form DHS 7093.

1. **Code 1 – Other Programs/Activities**  
**Description:** Other Programs/Activities means providing a service that is not medical or Medi-Cal related, including non Medi-Cal health and wellness activities, social services, educational services, teaching services, employment and job training.
2. **Code 2 – Direct Patient Care**  
**Description:** Direct Patient Care includes providing direct care, treatment, and/or counseling services to an individual. This code also includes administrative activities that are an integral part of or extension of a medical service.
3. **Code 3 – Outreach to Non Medi-Cal Programs**  
**Description:** Outreach to Non Medi-Cal programs includes general preventive health education programs or campaigns addressed to lifestyle changes in the general population. This also includes outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal.
4. **Code 4 – Medi-Cal Outreach**  
**Description:** Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers, where Medi-Cal eligibility and service information is disseminated.  
The only allowable Medi-Cal Outreach for purposes of Medi-Cal administrative claiming is to groups or individuals targeted to two goals:

- A. Bringing potential eligible into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
- B. Bringing Medi-Cal eligible people into Medi-Cal services.

NOTE: Public health outreach conducted by CONTRACTOR shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

NON ALLOWABLE: Some activities are not considered Medi-Cal outreach under any circumstances, as follows:

- a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., SANE, DARE, dental prevention, anti-smoking, alcohol reduction, etc.) are not allowable CMAA.
- b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

ALLOWABLE: Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

- a. NOT DISCOUNTED: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns.

Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs also do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

- b. DISCOUNTED: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons), for example, low income pregnant women or substance abusers, into health care services, are only allowable to the extent they bring Medi-Cal eligibles into

Medi-Cal services. The costs of these activities are claimable as Medi-Cal administration, but discounted by the Medi-Cal percentage.

If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage.

Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.

County-wide averages or other methods approved by the State for calculating the Medi-Cal percentage discount may be utilized.

5. **Code 5 – Referral, Coordination, and Monitoring of Non Medi-Cal Services**  
**Description:** Referral, Coordination, and Monitoring of Non Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of non-medical activities or medical services not covered by Medi-Cal. This also includes non-medical case management for social, educational, or vocational needs that are not part of a separately reimbursed comprehensive TCM program.
6. **Code 6 – Referral, Coordination, and Monitoring of Medi-Cal Services**  
**Description:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.
7. **Code 7 – Facilitating Non Medi-Cal Application**  
**Description:** Facilitating Non Medi-Cal Application activities include informing an individual(s) about programs such as Temporary Assistance for Needy Families (TANF), Food Stamps, WIC, legal, and other social or educational programs and referring them to the appropriate agency to make application.
8. **Code 8 – Facilitating Medi-Cal Application**  
**Description:** Facilitating Medi-Cal Application includes the following tasks separately or in combination:
  - Explaining the Medi-Cal eligibility rules and/or process to prospective applicants.
  - Assisting an applicant to fill out a Medi-Cal eligibility application
  - Gathering information related to the application and eligibility determination or redetermination from a client; including resource information and third-party liability (TPL) information as a prelude to submitting a formal Medi-Cal application to the county social services department.

- Providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

**NOTE:** This activity does not include the eligibility determination itself. The CONTRACTOR may subcontract with non-governmental agencies or programs to conduct eligibility intake activities.

**9. Code 9 – Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Non-Medi-Cal Covered Service**

**Description:** Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Non Medi-Cal Covered Service includes assisting an individual to obtain transportation to services not covered by Medi-Cal and/or accompanying the individual to services not covered by Medi-Cal.

**10. Code 10 – Arranging and/or providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service**

**Description:** Arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. Arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the CONTRACTOR or governmental unit may provide transportation services, but is unable to accompany the client to the Medi-Cal covered service appointment. However, **LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager.** The cost of this time will be included in the TCM encounter rate and is not claimable separately through CMAA (MAC Agreement, page 23).

**NOTE:** The term “non-medical” transportation does not refer to the type of vehicle used, but to the condition of the transportation recipient. As stated in “California’s Title XIX State Plan for Assurance of Transportation,” non-medical transportation indicates that the “recipient does not qualify for medical transportation.” Nonetheless, the State is obligated to “assure access to Medi-Cal services for Medi-Cal eligibles” and may, therefore, claim the cost of non-emergency, non-medical transportation (MAC Agreement, Attachment 5, page 3).

**11. Code 11 – Contract Administration for Non Medi-Cal Services**

**Description:** Contract Administration for Non Medi-Cal Services involves entering into contracts with CBOs or other provider agencies for the provision of non Medi-Cal services.

**12. Code 12 – Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations**

**Description:** Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. Contracting for Medi-Cal services and/or CMAA is only claimable as CMAA under this activity when the administration of those contracts meets all of the following criteria:

- The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve CMAA contract administration, according to their job position descriptions and/or duty statements.
- The contract administration involves subcontractors that provide Medi-Cal services and/or CMAA.

The contract administration is directed to one or more of the following goals:

- Identifying, recruiting, and contracting with community agencies as CMAA contract providers for Medi-Cal services.
- Providing technical assistance to Medi-Cal subcontractors regarding county, State, and federal regulations.
- Monitoring provider agency capacity and availability.
- Ensuring compliance with the terms of the contract.

NOTE: The term “non-medical” transportation does not refer to the type of vehicle used, but to the condition of the transportation recipient. As stated in “California’s Title XIX State Plan for Assurance of Transportation.” non-medical transportation indicates that the “recipient does not qualify for medical transportation.” Nonetheless, the State is obligated to “assure access to Medi-Cal services for Medi-Cal eligibles” and may, therefore, claim the cost of non-emergency, non-medical transportation (MAC Agreement, Attachment 5, page 3).

SEPARATE TRANSPORTATION UNIT OR SERVICE: In situations where a CONTRACTOR operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the CONTRACTOR of actually providing the Medi-Cal non-emergency transportation services for Medi-Cal eligibles to Medi-Cal covered services is an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by federal law and regulation.

**13. Code 13 – Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations**

**Description:** Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA.



NOTE: CONTRACTOR has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract administration.

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those contracts meets all of the following criteria:

The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

The contract administration involves contractors that provide Medi-Cal services and/or CMAA.

The administrative costs of contracting by contractors as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the contractor.

The contract administration must be directed to one or more of the following goals:

- a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
- b. Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;
- c. Monitoring provider agency capacity and availability; and
- d. Ensuring compliance with the terms of the contract.
- e. The contracts being administered must be for Medi-Cal services and/or CMAA and may involve Medi-Cal populations only or may be general medical service contracts involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be discounted by the Medi-Cal percentage.

**14. Code 14 – Program Planning and Policy Development for Non Medi-Cal Services**

**Description:** Program Planning and Policy Development for Non Medi-Cal Services includes time associated with developing strategies to improve the delivery of non-Medi-Cal services.

**15. Code 15 – Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients**

**Description:** Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific Medi-Cal program or a specific Medi-Cal eligible group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

**16. Code 16 – Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal Services for Medi-Cal Clients**

**Description:** Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal Services for Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific Medi-Cal program or a specific Medi-Cal eligible group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. The activity must require the professional medical knowledge and skills of an SPMP and must be performed by an SPMP or staff directly supporting the SPMP. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

**NOTE:** To be eligible for enhanced claiming, all SPMP PP&PD activities must adhere to the requirements of 42 CFR 432.50 and Section 1903(a)(2) of Title XIX of the Social Security Act (outlined in the “Federal Financial Participation (FFP)” section of this document).

**17. Code 17 – Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients and Non Medi-Cal Clients**

**Description:** Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal

service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

- 18. Code 18 – Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal Services for Medi-Cal and Non-Medi-Cal Clients**  
**Description:** Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal Services for Medi-Cal and Non-Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. The activity must require the professional medical knowledge and skills of an SPMP and must be performed by an SPMP or staff directly supporting the SPMP. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts. (MAC agreement, Section III, Administrative Claiming Process, page 25).

**NOTE:** To be eligible for enhanced claiming, all SPMP PP&PD activities must adhere to the requirements of 42 CFR 432.50 and Section 1903(a)(2) of Title XIX of the Social Security Act (outlined in the “Federal Financial Participation (FFP)” section of this document). (*Revision 11/05/2013*) *DHCS CMAA/TCM Time Survey Methodology and Page 19 of 63 DHCS CMAA Program Operational Plan*

**NOT ALLOWABLE:** This activity is not allowable if staff performing this function is employed full-time by LGA service providers, such as clinics. The full costs of the employee’s salary are assumed to be included in the billable fee-for-service rate and separate CMAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

**ALLOWABLE:** This activity is claimable when performed, either part-time or full-time, by one or more Contractor/LEA employees and subcontractors whose tasks officially involved PP&PD. Contractor/LEA employees performing program and planning and policy development must have those tasks identified in the employees’ position description/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of program planning and policy

development activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor/LEA employees who spend 100 percent of their paid working time performing this activity. The activity is claimable only if the administrative amounts being claimed for program planning and policy development persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed are such persons employed (and activities taking place in ) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing program planning and policy development activities less than 100 percent of their paid working time will be based on a time study.

**19. Code 19 – CMAA/TCM Coordination and Claims Administration**

**Description:** CMAA/TCM Coordination and LGA Claims Administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the LGA administration of TCM services and CMAA on an LGA-wide basis (MAC Agreement, page 26; CMAA contract, Attachment A(9)). Each of the following activities performed under this activity must be detailed in the claiming plan:

- Drafting, revising, and submitting CMAA claiming plans, TCM cost reports, and performance monitoring plans.
- Serving as liaison to claiming units within the LGA and with the State and Federal Governments on CMAA/TCM to monitor the performance of claiming units.
- Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA/TCM claims on an LGA-wide basis to the State.
- Attending training sessions, meetings, and conferences involving CMAA/TCM.
- Training LGA program and subcontractor staff on State, federal, and local requirements for CMAA/TCM claiming.
- Ensuring that CMAA/TCM claims do not duplicate Medi-Cal claims for the same activities from other providers. This includes ensuring there is no duplication of services when a Medi-Cal beneficiary receives TCM services from more than one case manager.

If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA/TCM coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal

claiming.

**20. Code 20 – CMAA/TCM Implementation Training**

**Description:** CMAA/TCM Implementation Training includes time spent providing or attending training related to the performance of CMAA or TCM. Reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities including initiating and responding to email and voicemail.

**21. Code 21 – General Administration**

**Description:** General Administration relates to the activities of being an employee, but not tasks performed for a specific program. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form.

**22. Code 22 – Paid Time Off**

**Description:** Paid Time Off includes vacation, sick leave, paid holiday time, paid jury duty, and any other paid employee time off. This does not include breaks, unpaid or off-payroll time (dock), or the taking of compensatory time off (CTO).

II. Time survey to appropriate activities. CMAA performed by CONTRACTOR will be eligible for FFP only when they are identified in a CMAA claiming plan approved by the State and Ccounty. Allowability or Non-Allowability and Proportional Medi-Cal Share Designations

**a. Unallowable Activities - U**

Refers to an administrative activity or TCM service that is unallowable under the Medi-Cal program, regardless of whether or not the population served includes Medi-Cal eligible individuals.

**b. Total Medi-Cal - TM**

Refers to an administrative activity or TCM services that is 100 percent allowable under the Medi-Cal program.

**c. Proportional Medi-Cal - PM**

Refers to an administrative activity or TCM service that is allowable under the Medi-Cal program but for which the allocable share of costs must be determined by applying the discounted or proportional Medi-Cal share (the Medi-Cal percentage). The Medi-Cal share is determined by calculating the ratio of Medi-Cal-eligible clients to total clients.

**d. Reallocated Activities - R**

Refers to the activities that must be reallocated across other activity codes on a proportional basis. The reallocated activities are reported under General Administration and/or Paid Time Off.

**Table 1**

<b>Activity Code</b>	<b>Activity Description</b>	<b>FFP Rate</b>
1	Other Programs/Activities	U
2	Direct Patient Care	U
3	Outreach to Non Medi-Cal Programs	U
4	Medi-Cal Outreach	TM
5	Referral, Coordination, and Monitoring of Non Medi-Cal Services	U
6	Referral, Coordination, and Monitoring of Medi-Cal Services	PM
7	Facilitating Non Medi-Cal Application	U
8	Facilitating Medi-Cal Application	TM
9	Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Non Medi-Cal covered Service	U

10	Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service	PM
11	Contract Administration for Non Medi-Cal Services	U
12	Contract Administration (A) for Medi-Cal Services specific for Medi-Cal populations*	TM
13	Contract Administration (B) for Medi-Cal services specific for Medi-Cal and Non Medi-Cal populations*	PM
14	Program Planning and Policy Development for Non Medi-Cal Services	U
15	Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal services for Medi-Cal clients	TM
16	Program Planning and Policy Development Skilled Professional Medical Personnel (SPMP) (A) (Enhanced) for Medi-Cal services for Medi-Cal clients	TM
17	Program Planning and Policy Development (B) (Non- Enhanced) for Medi-Cal services for Medi-Cal and Non Medi-Cal clients	PM
18	Program Planning and Policy Development (SPMP) (B) (Enhanced) for Medi-Cal services for Medi-Cal and Non Medi-Cal clients	PM
19	CMAA/TCM Coordination and Claims Administration	TM
20	CMAA/TCM Implementation Training	TM
21	General Administration	R
22	Paid Time Off (PTO)	R

- III. Specific areas CONTRACTOR shall focus on: Program Planning and Policy Development for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. In counties with county wide managed care arrangements, program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from the managed care contracts.
- IV. Assist COUNTY with completion of the MAA Claiming Plan and/or any required amendments for CONTRACTOR unit, in the format required by the state including all attachments.
- V. Provide to COUNTY data for CMAA Invoices and any required attachments in the format required by DHCS by October 31<sup>st</sup> for the prior fiscal year.
- VI. Provide to COUNTY other documentation not specifically referred to herein, which is required by DHCS, at least 30 days prior to the DHCS due date. See **Section E. LGA Calendar** for existing schedule of due dates.
- VII. Ensure that the appropriate audit trail exists by retaining all appropriate records and documents for five years after the claiming period, or if an audit is in process, five years after the completion of the audit. Information defining the appropriate records is contained on the DHCS CMAA website in the CMAA Provider Manuals and Policy and Procedure letters.
- VIII. Designate an employee to act as liaison with COUNTY for issues concerning this Agreement and its implementation.
- IX. CONTRACTOR and COUNTY shall, in accordance with the State contract, make appropriate effort to prevent duplication of services to County Medi-Cal eligible clients. If CONTRACTOR is billing for CMAA code that has to do with direct service, and is aware that client being claimed under CMAA by COUNTY, they will not claim that client for the same services on the same day.
- X. Participate in annual time study training before the start of the fiscal year. New employees must be trained by COUNTY before commencing time study under CMAA.
- XI. CONTRACTOR must perpetually time survey. The time survey must reflect all of the paid time and activities (whether allowable or unallowable) performed by employees participating in the CMAA claiming plan. The time survey identifies Direct Patient Care and Other Programs/Activities, and ensures that those costs are not included in the claims for administrative activities. Time survey codes distinguish each activity an employee performs



during a time survey period. The time survey is a legal document representing the actual time the person spends performing the MAA reported in the invoice.

- XII. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Services, which define program specific allowable Medi-Cal administrative activities.
- XIII. Certify the non-federal match from the LGA's or other governmental entity's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for Medi-Cal administrative activities performed pursuant to Welfare and Institutions Code Section 14132.47. The following certification statement shall be made on each invoice submitted to COUNTY for payment for the performance of Medi-Cal administrative activities:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and that these claimed expenditures have not been nor will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act. "

COUNTY shall deny submission or payment of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of federal financial participation.

**C. COUNTY Obligations:**

- I. Create and submit County-Based Medi-Cal Administrative Activities (CMAA) Invoices based on data from CONTRACTOR in compliance with the Department of Health Care Services (DHCS). Rates of reimbursement will be determined solely by the State, based on the Federal Financial Participation formula from the Centers of Medicare and Medicaid Services (CMS), and the annual Time Survey and actual costs attributed to CONTRACTOR. COUNTY will be responsible to forward to CONTRACTOR any changes in formula, rates, or regulations that the State provides to COUNTY, which are not posted on the DHCS CMAA website.
- II. Provide the CONTRACTOR with a standardized format for the Summary Invoice, Detailed Invoice and Claiming Plan (including the Claiming Unit Functions Grid, Activity Sheets, and Duty Statements) which will be disseminated through policy directives issued by the State, via COUNTY.

- III. Submit COUNTY approved and certified claiming plans and amendments to the State for review and approval.
- IV. Maintain a copy of claims and backup documentation provided to COUNTY by the CONTRACTOR as audit files for a period of five years after claim submission; or, if an audit is in process, five years after the completion of the audit.
- V. COUNTY along with the CONTRACTOR will make audit files available to the State or Federal auditors and will respond to questions along with the CONTRACTOR.
- VI. Make available to the CONTRACTOR the State CMAA Manual, State Policy and Procedure Letters (PPLs) and any other instructions, information and forms necessary for the CONTRACTOR to perform and submit claims for CMAA; training and technical support related to documenting CMAA, preparing and submitting the CMAA Claiming Plan and CMAA claims.
- VII. The maximum rate of reimbursement for all non-public subcontractors to the CONTRACTOR shall be 50 percent for all categories of cost.
- VIII. Designate an employee to act as liaison with CONTRACTOR to provide assistance for issues concerning this Agreement and its implementation. All issues shall be directed to:  
  
Monterey County Health Department  
Administration  
LGA CMAA/TCM Coordinator  
1270 Natividad Road  
Salinas, CA 93906
- IX. Provide training, as necessary, to CONTRACTOR for documentation, time survey, and program policies and procedures. COUNTY will also forward any program material, appropriate for CONTRACTOR, from DHCS that is not posted to the DHCS CMAA website.
- X. COUNTY certifies that it has entered into an agreement with DHCS to serve as the LGA for the provision of Medical Administrative Activities/Targeted Case Management services.
- XI. Train CONTRACTOR staff on how to conduct perpetual CMAA time surveys.

#### **D. PAYMENT PROVISIONS**

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COUNTY shall pay an amount not to exceed \$70,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on rates defined by the following manner.

Upon the CONTRACTOR'S compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly Summary Invoice and Detailed Invoice(s), the COUNTY agrees to process claims for reimbursement. Reimbursement is conditioned on the CONTRACTOR supplying the aforementioned valid and substantiated information, satisfactory to the State within the time limits specified. Reimbursement shall not be withheld pending the submission of similar claims by other Contractors who have entered into a similar Agreement.

COUNTY shall complete invoice and expenditure information no later than twelve (12) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Summary Invoice and Detailed Invoice created by DHCS and most current version shall be obtained by COUNTY from DHCS's website: <http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx>.

The Summary Invoice must be submitted to the State under the LGA's original letterhead and have an original signature of a person who has been granted the authority by the LGA to sign this invoice on behalf of the LGA.

The Detailed Invoice identifies the claim categories to which expenditure data must be entered. A separate detailed invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this Agreement, except for contracted employees under the direct control of the LGA. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The Detailed Invoice(s) for each of the programs being claimed shall correspond to the name of the claiming programs identified in the LGAs CMAA Claiming Plan.

Both the COUNTY and the CONTRACTOR agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the US Congress. Transfer of funds is contingent upon the availability of Federal Financial Participation.

The CONTRACTOR shall reply in a timely manner, to any request for information by COUNTY, or by the State, or to any audit exceptions by state and federal audit agencies that directly relate to the Medi-Cal administrative activities to be performed.

After the COUNTY has received reimbursement from the State for a quarterly CMAA claim, the COUNTY agrees to pay CONTRACTOR an amount equal to the Federal reimbursement of CONTRACTOR's expenditures, subject to the other provisions in this

section of the Agreement. Payment shall be made based on CONTRACTOR supplying the foregoing information to the COUNTY.

A final undisputed invoice shall be submitted for final payment as soon as practical, following the contract expiration or termination date and, in no case, later than twelve (12) calendar months following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by COUNTY. Said invoice should be clearly marked "Final Invoice;" to indicate that all payment obligations of the COUNTY under this contract have ceased and that no further payments are due or outstanding.

### **Claiming Overhead Costs**

If one of the components of cost to be claimed as part of CMAA is CONTRACTOR's overhead costs, then there are certain federal requirements that must be met. In order to claim administrative overhead, also referred to as "External Administrative Overhead" costs, County and City governments must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A local governmental agency's plan is submitted to the California State Controller's Office, which was delegated authority from the Federal Government to approve it.

Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

CONTRACTOR administrative overhead costs are allowable for FFP only if there is an overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

NOTE: Both external and internal administrative cost allocation plans for all agencies must comply with provisions of the federal OMB Circular A-87, entitled "Cost principles applicable to grants and contracts with State and local governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

There shall be no direct travel reimbursement allowed during this Agreement.

### **E. LGA Calendar**

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September 30, 2016	FY 2016-17 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2015-16 Invoices Due
December 31, 2016	FY 2016-17 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY 2016-17 Invoices Due
March 31, 2017	FY 2016-17 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2016-17 Invoices Due
June 30, 2017	FY 2017-18 First Quarter CMAA Claiming Unit Function Grids Due Quarter Three FY 2016-17 Invoices Due
September 30, 2017	FY 2017-18 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2016-17 Invoices Due
December 31, 2017	FY 2017-18 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY2017-18 Invoices Due
March 31, 2018	FY 2017-18 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2017-18 Invoices Due
June 30, 2018	FY 2018-19 First Quarter CMAA Claiming Unit Function Grids Due Quarter Three FY 2017-18 Invoices Due
September 30, 2018	FY 2018-19 Second Quarter CMAA Claiming Unit Function Grids Due Quarter Four FY 2017-18 Invoices Due
December 31, 2018	FY 2018-19 Third Quarter CMAA Claiming Unit Function Grids Due Quarter One FY 2018-19 Invoices Due
March 31, 2019	FY 2018-19 Fourth Quarter CMAA Claiming Unit Function Grids Due Quarter Two FY 2018-19 Invoices Due
June 30, 2019	Quarter Three FY 2018-19 Invoices Due
September 30, 2019	Quarter Four FY 2018-19 Invoices Due

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## **EXHIBIT B**

### **MODIFICATIONS TO THE COUNTY STANDARD AGREEMENT**

#### **8.0 INDEMNIFICATION**

**8.01. Delete this section and insert the following “Mutual Indemnification.”**

##### Mutual Indemnification

County hereby agrees to indemnify, defend, and save harmless CONTRACTOR and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County’s officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

CONTRACTOR hereby agrees to indemnify, defend, and save harmless County and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CONTRACTOR OR CONTRACTOR’s officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

#### **10.0 RECORDS AND CONFIDENTIALITY**

10.05 Royalties and Inventions – This section is deleted from the Standard Agreement.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective July 1, 2016 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Monterey County Children and Families Comm (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents



agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### 5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Monterey County Children and Families Commission DBA First5 Monterey Ct  
1125 Baldwin Street, Salinas, CA 93906

Attn: Francine Rodd  
Tel: 831-444-8549  
Fax: \_\_\_\_\_

If to Covered Entity, to:

Monterey County Health Department  
1270 Natividad Road, Salinas, CA 93906

Attn: Director of Health  
Tel: 831-755-4510  
Fax: 831-755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF  
THE HEALTH DEPARTMENT**

**[BUSINESS ASSOCIATE]**

First 5 Monterey County

By: 

Print Name: Elsa M. Jimenez

Print Title: Director of Health

Date: 10/10/16

By: 

Print Name: Francine Rodd

Print Title: Executive Director

Date: 7/1/16