



# Monterey County

## Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Agreement No.: A-12535

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with Seneca Family of Agencies for the purpose of establishing a means of claiming Federal Financial Participation for Targeted Case Management Services through their Family Ties Program, in an amount not to exceed \$450,000, for the term of July 1, 2013 through June 30, 2018; and
- b. Authorized the Contracts/Purchasing Officer to approve three future amendments up to ten percent (10%) of the annual amount, which does not significantly alter the scope of services or result in an increase to net county costs.

PASSED AND ADOPTED on this 30th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on July 30, 2013.

Dated: July 30, 2013  
File Number: A 13-180

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**AGREEMENT  
BETWEEN THE  
COUNTY OF MONTEREY  
ON BEHALF OF ITS HEALTH DEPARTMENT  
AND  
SENECA FAMILY OF AGENCIES**

This Agreement is entered into and is effective as of this 1st day of July 2013, between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, and Seneca Family of Agencies, a California Corporation (hereinafter "Contractor").

**ARTICLE I – PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set out responsibilities of Contractor and County relative to the provision of targeted case management (TCM) services to eligible Medi-Cal beneficiaries. The mutual objectives of the Contractor and County are to assist the State of California, through the Department of Health Services (hereinafter "State") to serve eligible individuals in gaining access to needed medical, social, educational, and other services [42 U.S.C., Section 1396n (g) (2)].

**ARTICLE II – TCM CONTRACTOR RESPONSIBILITIES**

By entering into this Agreement, the Contractor shall:

- A. Comply with 42 U.S.C. Section 1396 et seq., 42 CFR Part 400 et seq., and 45 CFR Part 95; California W&I Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and 22 CCR Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives (Issue Statements and Policy and Procedure Letters); and with Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. Ensure all applicable State and Federal requirements, as identified in Paragraph A are met in rendering services under this Agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements are met in rendering TCM services under this Agreement shall be sufficient cause for the County to deny or recoup payments to the Contractor and/or to terminate this Agreement.
- C. Designate an employee to act as the liaison with the County for issues concerning this Agreement.
- D. No later than October 15th of the fiscal year of the contract, submit an annual Cost Report for the prior fiscal year ending June 30th, to:

MAA/TCM Coordinator  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906

When a cost reimbursement methodology funded by Certified Public Expenditure is used,

- 1) The Annual Cost Report must reflect the Contractor's cost of serving Medicaid recipients during the year,
- 2) Interim rates may be established by the State for reimbursement,
- 3) Final reconciliation must be performed annually by reconciling any interim payments to the finalized cost report.

- E. Accept as payment in full, reimbursements received for TCM services pursuant to this Agreement.
- F. Not discriminate against any individual or family in the provision of services because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition, marital status, sex, sexual orientation, age, veteran status, gender or pregnancy.
- G. Comply with confidentiality requirements as specified in 42 U.S.C., Section 1396a (a) (7), 42 CFR, Section 431.300, W&I Code Section 14100.2, and 22 CCR, Section 51009.
- H. Submit TCM service claims in accordance with 22 CCR Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7 and 51535.7.
- I. Retain all necessary records for a minimum of five (5) years after the end of the quarter in which the expenditures were incurred for the TCM service, and if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. Records must fully disclose the name and Medi-Cal number, or beneficiary identification code, of the person receiving the TCM service, the name of the case manager providing the service, the date and place of service delivery, and the nature and extent of the TCM service provided. The Contractor shall furnish said records, and any other information regarding expenditures for providing TCM services, upon request, to the County, State and/or Federal government.
- J. Be responsible for the acts or omissions of its employees and/or subcontractors.

Submission of a falsified claim by a Contractor shall constitute a breach of this Agreement. Submission of a claim for which there is no supporting documentation, shall constitute a breach of this Agreement.

The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure of the Contractor to exclude a convicted individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter

a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure of the Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.

- K. Contractor shall maintain a policy or policies of insurance or programs of self-insurance with the following minimum limits of liability:
- 1) Commercial General Liability Insurance, including but not limited to premises, premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operation, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence; and
  - 2) 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 \$1,000,000.00 per occurrence ; and
  - 3) Workers' Compensations 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 \$1,000,000.00 for each person, each accident and each disease.
  - 4) 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.

All insurance shall be with a company authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence form, or, if the policy is not written on an occurrence form, such policy with the coverage required herein shall continue in effect for a period of two years following the date performance of services under the Agreement completed.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each sub-contractor, if any, performing work under this contract, or be accompanied by a certificate of insurance showing that the sub-contractor has identical insurance coverage.

**Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds 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 party's insurance.**

Prior to the execution of any Agreement, Contractor shall file certificates of insurance with the County, showing that the Contractor has in effect the insurance required by any Agreement. Contractor shall file a new or amended certificate of insurance promptly 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 any Agreement, which shall continue in full force and effect.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal TCM Program, when such license, certificate, or registration is required for the provision of Medi-Cal TCM services. Failure of the Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from the provision of Medi-Cal TCM services, may constitute a breach of this Agreement.

### **ARTICLE III – COUNTY RESPONSIBILITIES**

By entering into this Agreement, the County shall:

- A. Provide timely review of the TCM Cost Report and TCM invoices. The approved Cost Report and invoices shall be submitted to the State Department of Health Services within deadlines prescribed by the State.
- B. Make available to the Contractor training and technical support to enable the Contractor to identify costs related to these activities, proper claim documentation and billing procedures, and to provide proper time survey completion.
- C. Designate a liaison with the Contractor for issues regarding this Agreement. All such issues shall be directed to the MAA/TCM Coordinator at the address stated under Paragraph II.D.

### **ARTICLE IV – GENERAL PROVISIONS**

- A. This Agreement constitutes the entire agreement between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties or privileges in connection with this Agreement.
- B. The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.

- C. The county, state and federal government shall have the right to access, examine, monitor, and audit all records, documents, conditions and activities of the Contractor, and its subcontractors, related to the TCM services provided pursuant to this Agreement.
- D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

#### **ARTICLE V – TERM OF AGREEMENT**

- A. The term of this Agreement is from **July 1, 2013, through June 30, 2018**, unless sooner terminated as provided herein.
- B. This Agreement may be renewed, revised or amended by mutual written agreement of the two parties to this Agreement.
- C. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

#### **ARTICLE VI – JOINT RESPONSIBILITIES**

The County and Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for clients served by the Contractor under this Agreement. Exhibit B, “ Business Associate Agreement”, is incorporated by reference and made part of this Agreement as though fully set forth herein.

#### **ARTICLE VII – FISCAL PROVISIONS**

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Contractor’s compliance with all provisions pursuant to this Agreement and 22 CCR Division 3 (commencing with Section 50000), and upon the submission of appropriate claim documentation, based on valid and substantiated information, the County agrees to approve the processing of TCM Invoices for reimbursement. Contractor, a health care provider, is limited to reimbursement not in excess of providing covered Medicaid services to eligible Medicaid recipients. Medicaid costs must be supported by auditable documentation in a form approved by the Secretary of State.
- B. County will reimburse Contractor one-hundred percent (100%) of costs incurred in providing TCM services in quarterly installments upon successful upload of monthly encounter data

into the State of California data system. Contractor shall establish an audit reserve account for their TCM Program. Ten percent (10%) of all quarterly reimbursements must be deposited into this audit reserve account and held for at least three fiscal years from the date of payment received for services delivered. **The total amount of this Agreement shall not exceed \$450,000.**

- C. Exhibit A, "Federal Contract Funds", is incorporated by reference and made part of this Agreement as though fully set forth herein.
- D. Transfer of funds is contingent upon the availability of federal financial participation.
- E. The reimbursement provisions as set forth above shall survive termination of the contract.

#### **ARTICLE VIII – LIMITATION OF COUNTY/STATE LIABILITY**

- A. Notwithstanding any other provision of this Agreement, the Contractor, its officers, employees, and agents shall hold the County and State harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44 (m) for the disallowed claim.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for TCM services, the State shall recoup from the Contractor, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44 (m), for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for TCM services provided by a non-governmental entity under contract with, and on behalf of, the Provider, the County and State shall be held harmless by the Contractor for one-hundred (100%) of the amount of any such federal audit disallowance and interest, less the amounts already admitted to the State pursuant to W&I Code Section 14132.44 (m), for the disallowed claim.

#### **ARTICLE IX – INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS**

- A. Contractor shall exonerate, indemnify, defend, and hold harmless the County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - 1. Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the

performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any persons, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. Contractor's performance includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County; and

2. Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

*The remainder of this page was intentionally left blank*



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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: Rebra Bayne  
Contracts/Purchasing Officer

Date: 2 August 2013

By: [Signature]  
Department Head (if applicable)

Date: 8-2-13

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

**Approved as to Form**

By: Janet Oetta  
Deputy County Counsel

Date: 7/5/13

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 7-1-13

**Approved as to Liability Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Seneca Family of Agencies  
Contractor's Business Name\*

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

Ken Berrick, CEO  
Name and Title

Date: 6-3-13

By: Janet Briggs  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Janet Briggs, CFO  
Name and Title

Date: 6-4-13

County Board of Supervisors' Agreement Number: \_\_\_\_\_

**EXHIBIT A**

**FEDERAL CONTRACT FUNDS**

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after the determination was made.
2. This contract is valid and enforceable only if the United States Government makes sufficient funds available to the state for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. Each party has the option to void the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction of funds.

**Exhibit B**

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement, hereinafter referred to as “**Agreement**”, is made effective July 1, 2013 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and Seneca Family of Agencies, hereinafter referred to as “**Business Associate**”, (individually, a “**Party**” and collectively, the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

**WHEREAS**, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which amends HIPAA and the HIPAA Privacy Rule; and

**WHEREAS**, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

**WHEREAS**, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

**WHEREAS**, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

**THEREFORE**, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement

and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## **II. CONFIDENTIALITY REQUIREMENTS**

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### **V. MISCELLANEOUS**

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service

Targeted Case Management

Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

County of Monterey

Seneca Family of Agencies

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Title: Director of Health or designee

Title: CEO

Date: 8-2-13

Date: 6-3-13

Reviewed  as to fiscal provisions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER License # 0522024</b> Chapman PO Box 5455 Pasadena, CA 91117-0455		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 1 (626) 405-8031      FAX (A/C, No.): 1 (626) 405-0585 E-MAIL ADDRESS:	
<b>INSURED</b>  Seneca Family of Agencies 2275 Arlington Drive San Leandro, CA 94578		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Nonprofits' Insurance Alliance of California</b> <b>011845</b>	
		<b>INSURER B : American Home Assurance Co</b>	
		<b>INSURER C : North American Elite Insurance</b> <b>29700A</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**


**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		201200557NPO	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000	
	<input checked="" type="checkbox"/> Professional \$1M						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Abuse \$1M						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							<b>Deductible</b> \$ 0	
A	<b>AUTOMOBILE LIABILITY</b>	X		201200557NPO	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>Deductible</b> \$ 0
								EACH OCCURRENCE \$ 4,000,000
A	<b>UMBRELLA LIAB</b>	X		201200557NPOUMB	7/1/2012	7/1/2013	AGGREGATE \$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						\$	
	<input type="checkbox"/> CLAIMS-MADE						\$	
							DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC 015684189	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	<b>Property</b>			CWB000122709	7/1/2012	7/1/2013	<b>Blanket Contents</b> 3,829,150	
C	<b>Business Income</b>			CWB000122709	7/1/2012	7/1/2013	<b>Actual Loss Sustaine</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
County of Monterey, its Officers, Agents, and Employees are named additional insured with respect to the General/Automobile Liability policy of the named insured per the attached endorsements. Such insurance is primary and non-contributory. Workers Compensation coverage excluded, evidence only.

<b>CERTIFICATE HOLDER</b>  County of Monterey Community Health Division 1270 Natividad Rd., Rm. 211 Salinas, CA 93906	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

County of Monterey, its Officers, Agents, and Employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED ENDORSEMENT

201100557NPO

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

County of Monterey, its Officers, Agents, and Employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

**NOTEPAD:**HOLDER CODE MONTE18  
INSURED'S NAME Kinship CenterKINSH01  
OP ID DSPAGE 3  
DATE 12/08/10

## Additional Insured:

County of Monterey, its officers, agents, and employees are additional insured on the general liability with respect to work performed by or on behalf of the insured, as the insurance policy provides coverage, and on the auto liability per the endorsement per form PI-MANU-1 01/00. Coverage is primary and non-contributory.

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.