

**AMENDMENT NO. 2  
TO MENTAL HEALTH SERVICES AGREEMENT A-14726  
BETWEEN COUNTY OF MONTEREY AND  
ODD FELLOW – REBEKAH CHILDREN’S HOME OF CALIFORNIA, INC.**

The **AMENDMENT NO. 2** is made to AGREEMENT A-14726 by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **ODD FELLOW – REBEKAH CHILDREN’S HOME OF CALIFORNIA, INC.**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-14726 for the provision of mental health and residential services for children in the amount of \$3,778,251 for the term July 1, 2020 through June 30, 2023; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to add additional mental health and support services to Program 2: Hospital Diversion for a revised total AGREEMENT amount of \$3,780,294 for the same term July 1, 2020 through June 30, 2023; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to terminate Program 2: Hospital Diversion for a revised total AGREEMENT amount of \$2,902,895 for the same term July 1, 2020 through June 30, 2023.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-14726 in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2 PROGRAM DESCRIPTION. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS. All references in the AGREEMENT in EXHIBIT B shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT is replaced by EXHIBIT F-1 PAYMENT AND BILLING PROVISIONS. All references in the AGREEMENT in EXHIBIT F shall be construed to refer to EXHIBIT F-1.
4. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in this AGREEMENT.
5. This AMENDMENT NO. 2 shall be effective August 25, 2021.
6. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the COUNTY on June 11, 2020.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 2 to AGREEMENT A-14726 as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

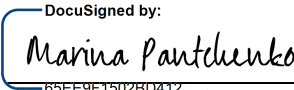
By: \_\_\_\_\_  
Department Head (if applicable)

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

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

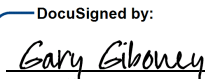
Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:   
\_\_\_\_\_  
County Counsel

Date: 12/6/2021 | 5:17 PM PST

Approved as to Fiscal Provisions<sup>2</sup>

By:   
\_\_\_\_\_  
Auditor-Controller

Date: 12/7/2021 | 8:04 AM PST

Approved as to Liability Provisions<sup>3</sup>

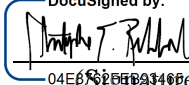
By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

**ODD FELLOW - REBEKAH  
CHILDREN'S HOME OF  
CALIFORNIA, INC.**

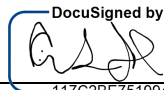
Contractor's Business Name\*

By:   
\_\_\_\_\_  
(Signature of Chair, President, or Vice-president) \*

Christophe Rebboah CEO

Name and Title

Date: 11/13/2021 | 8:08 AM PST

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

Elsa Dahl CFO

Name and Title

Date: 11/13/2021 | 8:29 AM PST

\*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; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

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**PROGRAM 1:  
RESIDENTIAL TREATMENT SERVICES**

**I. IDENTIFICATION OF PROVIDER**

Odd Fellow - Rebekah Children's Home of California, Inc.  
290 IOOF Avenue  
Gilroy, CA 95020  
(408) 846-2100

**II. PROGRAM NARRATIVE**

The Residential Treatment Program provides Mental Health Services, Medication Support, Crisis Intervention, and Case Management to youth who require the highest level of residential care or would require periodic inpatient hospitalization, placement at out-of-state facilities, or in a juvenile justice facility. The program is a twelve (12) bed facility licensed by the State of California Department of Social Services as a Short Term Residential Therapeutic Program.

**III. PROGRAM GOALS**

To return youth to living at home or to a lower level of care by reducing emotional / behavioral symptoms.

**IV. PROGRAM OBJECTIVES**

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's community.
- C. Improve academic achievement.

**V. OUTCOME OBJECTIVES**

- A. Reduce the level of functional impairment of child or youth.
  - Data Source: CANS Data
- B. Reduce hospitalizations.
  - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.
  - Data Source: CONTRACTOR's EHR to report length of stay

## **VI. TREATMENT SERVICES**

### **A. Modes of Services: Outpatient**

CONTRACTOR is Medi-Cal certified to provide the following Specialty Mental Health services, as medically necessary. A Unit of Service (UOS) is a minute.

1. Case Management
2. Mental Health Services
3. Medication Support
4. Crisis Intervention

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all UOS and cost in accordance with Section XIV, Annual Cost Report

### **B. Residential Services:**

CONTRACTOR is licensed as Short Term Residential Therapeutic Program (STRTP) to provide residential services with a mental health delivery model consistent with regulations. A UOS is a day.

### **C. Delivery Site:**

290 IOOF Avenue Gilroy, CA 95020

### **D. Hours of Operation:**

The STRTP will operate a twenty-four (24) hours a day, seven (7) days a week residential program, and offer specialty mental health services seven (7) days a week.

## **VII. TARGET POPULATION**

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County Inter-Agency Placement Committee, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

## **VIII. FINANCIAL ELIGIBILITY**

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCHB) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

## **IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

Referrals for admission to this program will be initiated exclusively by the MCBH Case Management staff after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbances, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

Mental Health Services require prior authorization. Medication Support, beyond two (2) visits per month, requires prior authorization. The contracted duration of treatment is limited to one (1) year; any extension requires consultation with the COUNTY Case Manager and approval of the Contract Monitor.

## **X. CLIENT DESCRIPTION/CHARACTERISTICS**

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - 1. A significant impairment in an important area of life functioning, or
  - 2. A probability of significant deterioration in an important area of life functioning, or
  - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
  - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
  - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
  - 3. The condition would not be responsive to physical healthcare-based treatment.

**XI. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

**XII. REPORTING REQUIREMENTS**

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
  - 1. Total number of children/youth served
  - 2. Number of CFT meetings attended per quarter
  - 3. Number of children/youth who have returned to lower levels of care
  - 4. Report on each Outcome Objective in Section V.

**XIII. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy. D.  
Deputy Director of Behavioral Health, Child and Adolescent Services  
Training Director, Doctoral Psychology Practicum/Internship Program  
Monterey County Behavioral Health Bureau  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170

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**PROGRAM 2:  
HOSPITAL DIVERSION**

***\*\*Effective August 25, 2021 the Hospital Diversion program is terminated and COUNTY shall no longer refer clients to the CONTRACTOR under this program.***

**I. IDENTIFICATION OF PROVIDER**

Odd Fellow - Rebekah Children's Home of California, Inc.  
290 IOOF Avenue  
Gilroy, CA 95020  
(408) 846-2100

**II. PROGRAM NARRATIVE**

The Hospital Diversion program is a short term therapeutic residential alternative to psychiatric hospital care serving a co-ed population of youth ages 6-17 who are experiencing a wide range of acute psychiatric crisis. Hospital Diversion services prevents hospitalization or provides a step-down transition from a hospital setting. The Hospital Diversion program is designed to assess and support the full range of a child/youth and family's needs through participation in an intensive interdisciplinary assessment in order to understand their needs and provide intensive support to bring youth home as soon as possible

**III. PROGRAM GOALS**

Assess and stabilize the child/youth by reducing emotional and/or behavioral symptoms and to reduce risk of rehospitalization to be able to return to lower level of care or natural environment with a coordinated, and family focused support and safety plan.

**IV. PROGRAM OBJECTIVES**

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's community.
- C. Improve academic achievement.

**V. OUTCOME OBJECTIVES**

- A. Reduce inappropriate behavior, psychiatric symptoms, or level of functional impairment of the child or youth.
  - Data Source: CANS Data
- B. Reduce hospitalization admissions or rehospitalization.
  - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.

- Data Source: CONTRACTOR's EHR to report length of stay

## **VI. TREATMENT SERVICES**

### **A. Mode of Service:**

1. Room and Board services include the following. A Room and Board Unit of Services (UOS) is per day.
  - Residential Treatment
  - Individual Therapy
  - Group Therapy
  - Parent Counseling
  - Collateral
  - Case Management/Brokerage
  - Crisis Intervention
  - Medication Support
  - Assessment
2. Staff 1:1 Support – A Unit of Service (UOS) is per minute
3. Therapeutic Behavioral Services (TBS) 1:1 Support – CONTRACTOR is Medi-Cal certified to provide this Specialty Mental Health Service, as medically necessary. A Unit of Service (UOS) is per minute.

### **B. Delivery Site:**

290 IOOF Avenue Gilroy, CA 95020

### **C. Hours of Operation:**

Hospital Diversion program shall operate twenty-four (24) hours a day, seven (7) days a week.

## **VII. TARGET POPULATION**

This current agreement is for three (3) eligible residents of Monterey County. New eligible residents of Monterey County referred to the Hospital Diversion Program will require an amendment to this agreement.

## **VIII. FINANCIAL ELIGIBILITY**

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County Inter-Agency Placement Committee or any youth that have been placed through the Individualized Education Plan (IEP).

## **IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Director or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbances, a



designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The services provided, and the length of stay will depend on acuity and IEP.

**X. CLIENT DESCRIPTION/CHARACTERISTICS**

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - 1. A significant impairment in an important area of life functioning, or
  - 2. A probability of significant deterioration in an important area of life functioning, or
  - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
  - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
  - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
  - 3. The condition would not be responsive to physical healthcare-based treatment.

**XI. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

**XII. REPORTING REQUIREMENTS**

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:

1. Total number of children/youth served
2. Number of CFT meetings attended per quarter
3. Number of children/youth who have returned to lower levels of care
4. Report on each Outcome Objective in Section V.

**XIII. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy. D.  
Deputy Director of Behavioral Health, Child and Adolescent Services  
Training Director, Doctoral Psychology Practicum/Internship Program  
Monterey County Behavioral Health Bureau  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170

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**PROGRAM 3:  
PARTIAL HOSPITALIZATION PROGRAM**

**I. IDENTIFICATION OF PROVIDER**

Odd Fellow - Rebekah Children's Home of California, Inc.  
290 IOOF Avenue  
Gilroy, CA 95020  
(408) 846-2100

**II. PROGRAM NARRATIVE**

The Partial Hospitalization Program is a short-term full day program designed to assess and stabilize children and adolescents between the ages of 6 and 17 with a wide range of acute psychiatric crisis including self-harm behaviors, suicidal ideation, and or behavioral issues impacting the safety of others, especially caregivers. Program services are to prevent hospitalization or provide a step-down transition from a hospital setting to home. The Partial Hospitalization Program is structured with intensive individualized treatment from clinicians, psychiatrists, and nurses using a multi-disciplinary approach, allowing youth to receive acute care while residing in their homes or other community placement.

**III. PROGRAM GOAL**

Assess and stabilize the child/youth by providing acute care to reduce high risk behaviors while the youth remains in the home or community placement.

**IV. PROCESS OBJECTIVES**

- A. CONTRACTOR shall provide on-site psychiatry, psycho pharmacological, nursing services, intensive individual psychotherapy combined with group work and activities, and milieu therapy. Youth enrolled are offered two (2) therapeutic groups daily, individual therapy twice a week, and weekly family therapy.
- B. The treatment team utilizes multiple evidence-based practices, including Trauma Focused Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and 7 Challenges for Substance Abuse, and Cognitive Treatment Approaches within the milieu. These therapies are combined with medication assessment and management and a collaborative aftercare plan to create a safe, healthy, and successful transition home.
- C. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans.
- D. CONTRACTOR shall provide discharge planning, and coordinate aftercare planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. When the client is transitioning to a new program or lower level of care placement, the CONTRACTOR shall:

1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
3. Provide notification to COUNTY of any hospitalization.

## **V. OUTCOME OBJECTIVES**

- A. Reduce inappropriate behavior, psychiatric symptoms, or level of functional impairment of the child or youth.
  - Data Source: CANS Data
- B. Reduce hospitalization admissions or rehospitalization.
  - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
- C. Timely return to lower level of care.
  - Data Source: CONTRACTOR's EHR to report length of stay

## **VI. TREATMENT SERVICES**

- A. **Mode of Service:**  
Partial Hospitalization Unit of Service (UOS) is a day.
- B. **Delivery Site:**  
290 IOOF Avenue Gilroy, CA 95020
- C. **Hours of Operation:**  
Partial Hospitalization Program operates five days per week, Monday through Friday from 9:00am – 5:00pm. Schedule changes are made based on individual treatment planning.

## **VII. TARGET POPULATION**

This current agreement is for one (1) eligible resident of Monterey County. New eligible Monterey County residents referred to the Partial Hospitalization Program will require an amendment to this this agreement.

## **VIII. FINANCIAL ELIGIBILITY**

Monterey County youth who are full scope Medi-Cal eligible and have been screened through the County interagency placement committee or any youth that have been placed through the Individualized Education Plan (IEP).

## **IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

Referrals for admission to this program will be initiated exclusively by the Behavioral Health Director of Monterey County or designee after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional

disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The services provided, and the length of stay will depend on acuity.

**X. CLIENT DESCRIPTION/CHARACTERISTICS**

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

- A. Severe acting out episodes
- B. History of self-destructive behavior
- C. Catastrophic reactions to everyday occurrences and/or
- D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
  - 1. A significant impairment in an important area of life functioning, or
  - 2. A probability of significant deterioration in an important area of life functioning, or
  - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
  - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
  - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
  - 3. The condition would not be responsive to physical healthcare-based treatment.

**XI. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 & 602 et seq.).

**XII. REPORTING REQUIREMENTS**

- A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as

measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:

1. Total number of children/youth served
2. Number of CFT meetings attended per quarter
3. Number of children/youth who have returned to lower levels of care
4. Report on each Outcome Objective in Section V.

**D. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy. D.  
Deputy Director, Children's Services  
Training Director, Doctoral Psychology Practicum/Internship Program  
Monterey County Behavioral Health Bureau  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170

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## **EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS**

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### **I. PAYMENT TYPES**

Cost Reimbursed (CR) up to maximum Agreement amount

### **II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

The CONTRACTOR agrees to work with the COUNTY and its partners in capacity building, fiscal partnerships and program design modifications as they arise to best meet the needs of the identified eligible youth of Monterey County.

### **III. PAYMENT RATE**

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$2,902,895**.

#### **PROGRAM SUMMARY**

<b>Program Name</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>Program Total</b>
Program 1: Residential Treatment	\$760,717	\$760,717	\$760,717	<b>\$2,282,151</b>
Program 2: Hospital Diversion	\$478,581	\$79,763	\$0	<b>\$558,344</b>
Program 3: Partial Hospitalization Program	\$20,800	\$20,800	\$20,800	<b>\$62,400</b>
<b>Totals</b>	<b>\$1,260,098</b>	<b>\$861,280</b>	<b>\$781,517</b>	<b>\$2,902,895</b>

**PROGRAM 1: RESIDENTIAL TREATMENT SERVICES**

<b>Program 1: Residential Treatment FY 2020-2021</b>					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01	5,760	\$5.42	\$31,220
Medication Support	15	60	4,080	\$4.37	\$17,830
Crisis Intervention	15	70	719	\$750.00	\$539,250
STRTP					
<b>TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2020-2021</b>					<b>\$760,717</b>

<b>Program 1: Residential Treatment FY 2021-2022</b>					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01	5,760	\$5.42	\$31,220
Medication Support	15	60	4,080	\$4.37	\$17,830
Crisis Intervention	15	70	719	\$750.00	\$539,250
STRTP					
<b>TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2021-2022</b>					<b>\$760,717</b>



<b>Program 1: Residential Treatment FY 2022-2023</b>					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Collateral	15	10	49,920	\$2.93	\$146,266
Assessment & Evaluation	15	30			
Individual Counseling	15	40			
Group Therapy	15	50			
Mental Health Rehab	15	45			
Plan Development	15	45			
Group Rehab/Counseling	15	50			
Family Therapy	15	30			
Intensive Home-Based Services	15	30			
Intensive Care Coordination	15	01			
Case Management	15	01	5,760	\$5.42	\$31,220
Medication Support	15	60	4,080	\$4.37	\$17,830
Crisis Intervention	15	70	719	\$750.00	\$539,250
STRTP					
<b>TOTAL MAXIMUM LIABILITY AMOUNT FOR FY 2022-2023</b>					<b>\$760,717</b>

<b>PROGRAM 1: TOTAL MAXIMUM AGREEMENT LIABILITY:</b>	<b>\$2,282,151</b>
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**PROGRAM 2: HOSPITAL DIVERSION**

*\*\*Effective August 25, 2021 the Hospital Diversion program is terminated and COUNTY shall no longer refer clients to the CONTRACTOR under this program.*

<b>Program 2: Hospital Diversion FY 2020-21</b>					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Shared Room and Board			291	\$875.00	\$392,850
Single Room and Board				\$1,350.00	
1:1 Staff Support			40,320	\$0.75	\$30,240
TBS 1:1 Support	15	58	15,120	\$3.67	\$55,491
<b>PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT FY 2020-21</b>					<b>\$478,581</b>

<b>Program 2: Hospital Diversion FY 2021-22</b>					
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Shared Room and Board			48	\$875.00	\$65,406
Single Room and Board				\$1,350.00	
1:1 Staff Support			6,381	\$0.75	\$4,786
TBS 1:1 Support	15	58	2,608	\$3.67	\$9,572
<b>PROGRAM 2: TOTAL MAXIMUM AGREEMENT AMOUNT FY 2021-22</b>					<b>\$79,763</b>

<b>PROGRAM 2: TOTAL MAXIMUM AGREEMENT LIABILITY</b>	<b>\$558,344</b>
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### **PROGRAM 3: PARTIAL HOSPITALIZATION PROGRAM**

<b>Program 3: Partial Hospitalization Program</b>			
Fiscal Year	Estimated Units	Rate per Unit	Total FY Amount
FY 2020-2021	32	\$650.00	\$20,800
FY 2021-2022	32	\$650.00	\$20,800
FY 2022-2023	32	\$650.00	\$20,800
<b>PROGRAM 3: TOTAL MAXIMUM AGREEMENT LIABILITY</b>			<b>\$62,400</b>

#### **IV. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: [MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

## **V. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,902,895** for services rendered under this Agreement.

**B. Funding Sources and Estimated Amounts per Fiscal Year:**

<b>Fiscal Year 2020-2021</b>						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$19,421.85	\$219,868.65	\$239,290.50	\$478,581.00
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2020-2021			\$96,935.30	\$263,488.70	\$899,674.00	\$1,260,098.00

<b>Fiscal Year 2021-2022</b>						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$3,236.94	\$36,644.76	\$39,881.70	\$79,763.40
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2021-2022			\$80,750.39	\$80,264.81	\$700,265.20	\$861,280.40

<b>Fiscal Year 2022-2023</b>						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	ESPDT (2011 Realignment)	SELPA	Total Amount
1 Residential Treatment	Rebekah Children MH OP	AGCSOC	\$77,513.45	\$33,220.05	\$649,983.50	\$760,717.00
2 Hospital Diversion	n/a	n/a	\$0.00	\$0.00	\$0.00	\$0.00
3 Partial Hospitalization Program	n/a	n/a	\$0.00	\$10,400.00	\$10,400.00	\$20,800.00
Total Amount FY 2022-2023			\$77,513.45	\$43,620.05	\$660,383.50	\$781,517.00

**C. Maximum Annual Liability:**

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2020 - June 30, 2021	\$1,260,098
July 1, 2021 - June 30, 2022	\$861,280
July 1, 2022 - June 30, 2023	\$781,517
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$2,902,895</b>

D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

- F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## **VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation

shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative



Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

#### **XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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## **EXHIBIT F-1: BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“BAA”) effective **August 25, 2021** (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Odd Fellow – Rebekah Children’s Home of California, Inc.** (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

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

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

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

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

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate

government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business

Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or



vulnerabilities to such data.

**3.2 Business Associate Acknowledgment.**

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

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements

between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Odd Fellow – Rebekah Children’s Home of California, Inc.  
Attn: Christophe Rebboah, LMFT, Chief Executive Officer  
290 IOOF Avenue  
Gilroy, CA 95020  
Phone: 408-846-2100  
Fax: 408-846-1989  
Email: crebboah@RCSKIDS.ORG

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@co.monterey.ca.us

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This

provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, cost expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where

Business Associate or its Subcontractor, employee, or agent is a named adverse party.

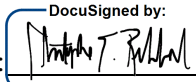
**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:  By: \_\_\_\_\_  
DocuSigned by: 04E8762FEB93465...

Print Name Christophe Rebboah Print Name: \_\_\_\_\_

Print Title CEO Print Title: \_\_\_\_\_

Date: 11/13/2021 | 8:08 AM PST Date: \_\_\_\_\_

BAA- Health Department Revised 05/2021