

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **TELECARE CORPORATION** (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

“Beneficiary” or “client” mean the individual(s) receiving services.

C. DHCS

“DHCS” means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **Services provided to individuals with neurobehavioral disorders (Garfield Neurobehavioral) and older adults with a primary diagnosis of severe mental illness (Morton-Bakar Center) at Skilled Nursing Facilities.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

IV. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 1, 2025** and shall remain in effect until **June 30, 2026**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days’ advance written notice upon the other party. The notice shall state the effective date of the termination.

- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
 2. CONTRACTOR'S failure to abide by Grievance decisions;
 3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
 4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
 5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
 6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
 7. CONTRACTOR loses its licensure or certification;
 8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
 9. Breach by CONTRACTOR of any confidentiality obligation;
 10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
 11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
 12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
 14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
 2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
 3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
 4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and
 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the

provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
 - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

IX. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.
- C. Reporting Unusual Occurrences
1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
 2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
 - i. Complete written description of event including outcome;
 - ii. Written report of CONTRACTOR's investigation and conclusions;
 - iii. List of persons directly involved and/or with direct knowledge of the event.
 3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an

evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

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 person, 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.

XIII. INSURANCE

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
 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 per occurrence.
 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made

in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this

Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XV. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its

own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

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

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- R. Format of Deliverables: For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

Dawan Utecht
Senior Vice President/CDO
Telecare Corporation
1080 Marina Village Pkwy, Ste. 100
Alameda, CA 94501
(510) 337-7950

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

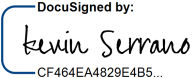
COUNTY OF MONTEREY

CONTRACTOR

By: _____
Department Head

Date: _____

Approved as to Form ¹

By:  _____
County Counsel

Date: 8/8/2025 | 1:32 PM PDT

Approved as to Fiscal Provisions²

By:  _____
Auditor-Controller's Office

Date: 8/8/2025 | 1:52 PM PDT

Reviewed as to Liability Provisions³

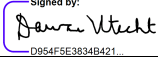
By: _____
Risk Management

Date: _____

TELECARE CORPORATION

CONTRACTOR NAME

Contractor's Business Name *

By:  _____

(Signature of Chair, President,
or Vice-President) *

Dawan Utecht, Senior Vice President/ CDO

Name and Title

Date: 7/31/2025 | 9:36 AM PDT

By:  _____

(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Trisha Niemuth, CFO

Name and Title

Date: 8/4/2025 | 11:11 AM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A: PROGRAM 1 DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

Name: Telecare Corporation
Garfield Neurobehavioral Center

Address: 1080 Marina Village Pkwy, Ste. 100
Alameda, CA 94501

Incorporation Status: Private, for profit, Corporation

Type of Facility: SNF – Neurobehavioral Center

Type of License: Skilled Nursing Facility

II. TARGET POPULATION / FACILITY SPECIALIZATION

Specialized long-term care program for adults with impairments such as organic brain syndrome (OBS), traumatic brain injury (TBI), dementia, developmental disability, and other neurological conditions, who are from 18 years of age to 64 years of age.

III. PROGRAM DESCRIPTION

Treatment services include:

- A. A highly-structured program of psychiatric, behavioral, rehabilitative and restorative care, with the focus on long-term residential adjustment and behavioral stability. The program offers a group treatment approach, within which individual treatment goals are tailored to meet the specific needs of each person.
- B. A structured behavioral management approach that stresses environmental safety and individual management.

A social rehabilitation program that encourages increased self-care and activities of daily living (ADL's) and active participation in the rehabilitative groups where structured activities are offered. The facility has the capability of providing the following interventions in a group setting, modified as needed for impaired cognition, for each individual. This may include but is not limited to:

- a) Behavior modification
- b) Community skills development
- c) Psychological and psychiatric adjustment
- d) Self-care development
- e) Group interaction
- f) Individual social support
- g) Individual counseling
- h) Interpersonal and social skills development

- i) Educational and recreational training
- j) Art and Music Therapy

IV. PROGRAM GOALS

- A. To assist Monterey County Behavioral Health (MCBH) in efficiently and effectively managing limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days;
- B. To stabilize the client's psychiatric condition through medication management and behavioral management approaches;
- C. To provide a safe, secure and behaviorally focused environment, which enhances the opportunity of the residents to reach their maximum level of functioning;
- D. To develop alternative therapeutic interventions that reduce recidivism to more restrictive levels of care and enable the resident to remain in community placement for significantly longer periods of time;
- E. To provide a regional program which enables residents previously placed in the state hospital or more expensive levels of care to be treated in the community;
- F. To provide the intensive staff required to supervise and treat OBS, Traumatic Brain Injured, Dementia, and Medically Debilitated Diagnosis Adults; and
- G. To develop a current and comprehensive assessment, stabilization, safety, security and skills training within an atmosphere of positive regard, and appropriate expectation.

V. CASE MANAGEMENT

The COUNTY will provide a case manager to coordinate services and assess for discharge planning.

VI. ADMISSION CRITERIA, BASIC SERVICES & CONTINUED STAY CRITERIA

A. ADMISSION CRITERIA

The CONTRACTOR shall admit patients referred by the COUNTY with a primary psychiatric diagnosis and the presence of a neurological condition, such as traumatic brain injury or dementia, and conserved and found to be gravely disabled, subject to bed availability, with order of a physician, and in compliance with reasonable admission policies and procedures. In addition, the individual may be diagnosed with:

- 1) Dementia or OBS
- 2) Severe cognitive impairment secondary to brain injury or neurological condition with behaviors preventing community placement
- 3) Primary psychiatric diagnosis with a need for a Skilled Nursing Facility for medical reasons and behavior management

- 4) Neurodegenerative disease accompanied or exacerbated by mental illness that prevents Skilled Nursing Facility placement

Individuals will be excluded from the program who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms such as severe combativeness, elopement or active AWOL risk, suicide risk, and excessive verbal abusiveness. Frequency, scope, and severity of these behaviors are a determining factor to be discussed on an individual patient basis between the COUNTY and the CONTRACTOR. The COUNTY or CONTRACTOR may grant individual exceptions to these admission criteria.

Individuals whose mental illness and neurological conditions are deemed more suitable for acute psychiatric or medical care, as well as individuals suffering exclusively from development disability, brain injury, mental retardation and/or physical illnesses (without a psychiatric component) shall be reviewed for their appropriateness or acceptability. All admissions are subject to the COUNTY'S prior authorization and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

B. BASIC SERVICES

The basic service level (the minimum array of services provided to IMD residents) shall comply with Title 22 of the California Code of Regulations, Section 72445. Basic services shall also include: reasonable access to required medical treatment and up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming as specifically described herein.

C. CONTINUED STAY CRITERIA

1. Admission for contracted services occurs only under the order of a licensed mental health physician, with approval of the COUNTY representative(s).
2. Admission is available only to clients in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.
3. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower-level care. Due to their mental or neurological condition or status, and behavioral problems, clients are unable to provide for their basic needs, thus requiring this level of care.

VII. DISCHARGE CRITERIA & PLANNING

At the point the client no longer requires the level of service of a locked skilled nursing facility, as determined by the COUNTY case manager, a plan for the client's transfer to a less restrictive community setting will be arranged by the COUNTY case manager in conjunction with the CONTRACTOR staff.

VIII. TRANSFER TO ACUTE LEVEL OF CARE

If a client meets the criteria of medical necessity for acute psychiatric inpatient care, the CONTRACTOR will notify the COUNTY conservator and case manager, then proceed with the facility's psychiatrist to notify the COUNTY inpatient psychiatrist to arrange for the transfer of the client.

IX. LIMITATIONS OF SERVICE

The CONTRACTOR will operate within the scope of services outlined in the CONTRACTOR'S State of California license.

X. EVALUATION & REPORTING REQUIREMENTS

- A. In addition to all evaluation and reporting requirements previously stated in this Agreement, CONTRACTOR will meet all reporting and evaluation requirements stated as a condition of the facility's license. Additionally, CONTRACTOR will report any unusual incidents that occur at the facility to the COUNTY Designated Contract Monitor.
- B. CONTRACTOR shall notify the COUNTY Designated Contract Monitor of any change in Garfield Neurobehavioral Center leadership that may occur during the term of this contract.

XI. QUALITY ASSURANCE

- A. CONTRACTOR shall comply with Chapter 3 of Division 5 of Title 22 of the California Code of Regulations pertaining to skilled nursing facilities.
- B. CONTRACTOR will meet all quality assurance requirements which are a condition of their license. COUNTY will routinely monitor the CONTRACTOR in terms of compliance with the COUNTY'S Quality Improvement Plan (QIP) in the following areas:
 - 1) Medical necessity;
 - 2) Appropriateness of continued treatment;
 - 3) Focus, level, intensity of care;
 - 4) Outcome of treatment; and
 - 5) Cost of treatment.

XII. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT A: PROGRAM 2 DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

Name: Telecare Corporation
Morton Bakar Center

Address: 494 Blossom Way
Hayward, CA 94541

Incorporation Status: Private, for profit, Corporation

Type of Facility: SNF – Neurobehavioral Center

Type of License: Skilled Nursing Facility

II. TARGET POPULATION / FACILITY SPECIALIZATION

Morton Bakar Center provides psychosocial rehabilitation and skills-building support for older adults (ages 57+) with a primary diagnosis of severe mental illness. Under the direction of a multidisciplinary team, residents receive diagnostic evaluation and treatment to address their psychiatric and medical needs.

III. PROGRAM DESCRIPTION

Treatment services include:

- A. A longer-term recovery program within a supportive, structured, and secure inpatient environment designed to help residents prepare to move to the community and/or lower levels of care. 24-hour nursing care and dedicated staff providing a collaborative recovery environment based on Telecare's Recovery-Centered Clinical System (RCCS) model.
- B. The program offers specific approaches that have been found to be effective for an individual's specific stage of readiness to change, motivational interviewing designed to engage and motivate residents who have not responded to traditional interventions, harm reduction strategies, personal strengths development, and data driven interventions.
- C. A structured behavioral management approach that stresses environmental safety and individual management.
- D. The Telecare RCCS model provides a comprehensive, holistic, and personal approach to recovery. Services include, but are not limited to:
 - 1) Comprehensive evaluation and risk assessment
 - 2) Independent living skills training
 - 3) Physical, occupational, and speech therapy
 - 4) Medication education and training

- 5) Psychosocial assessment
- 6) Psychotherapy
- 7) Recovery-focused collaborative treatment planning
- 8) Art and Music Therapy
- 9) 24-hour nursing care

IV. PROGRAM GOALS

- A. To assist Monterey County Behavioral Health (MCBH) in efficiently and effectively managing limited resources by providing an alternative to utilization of State hospital days and acute hospital administrative days;
- B. To stabilize the client's psychiatric condition through medication management and behavioral management approaches;
- C. To provide a safe, secure, healthful, and behaviorally focused living environment, which enhances the opportunity of the residents to reach their maximum level of functioning;
- D. To develop alternative therapeutic interventions that reduce recidivism to more restrictive levels of care and enable the resident to remain in community placement for significantly longer periods of time, preventing or reducing acute psychiatric hospitalizations or long-term hospitalization;
- E. To provide a regional program which enables residents previously placed in the state hospital or more expensive levels of care to be treated in the community, as close to Monterey County as possible;
- F. To provide high quality care and supervision at the lowest appropriate cost; and
- G. To develop a current and comprehensive assessment, stabilization, safety, security and skills training within an atmosphere of positive regard, and appropriate expectation.

V. PROGRAM PLAN & ORGANIZATIONAL CHART

The CONTRACTOR will provide the COUNTY with a copy of the Special Treatment Program plan.

VI. CASE MANAGEMENT

The COUNTY will provide a case manager to coordinate services and assess for discharge planning.

VII. ADMISSION CRITERIA, BASIC SERVICES & CONTINUED STAY CRITERIA

A. ADMISSION CRITERIA

The CONTRACTOR shall admit older adult patients referred by the COUNTY with a primary psychiatric diagnosis of severe mental illness, subject to bed availability, with

order of a physician, and in compliance with reasonable admission policies and procedures. In addition, the individual may be diagnosed with:

- 1) Dementia or OBS
- 2) Sub-acute psychiatric impairment and/or with severely impaired adaptive functioning
- 3) Primary psychiatric diagnosis with a need for a Skilled Nursing Facility for medical reasons and behavior management

Individuals will be excluded from the program who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms such as severe combativeness, elopement or active AWOL risk, suicide risk, and excessive verbal abusiveness. Frequency, scope, and severity of these behaviors are a determining factor to be discussed on an individual patient basis between the COUNTY and the CONTRACTOR. The COUNTY or CONTRACTOR may grant individual exceptions to these admission criteria.

Individuals whose mental illness and neurological conditions are deemed more suitable for acute psychiatric or medical care, as well as individuals suffering exclusively from development disability, brain injury, mental retardation and/or physical illnesses (without a psychiatric component) shall be reviewed for their appropriateness or acceptability. All admissions are subject to the COUNTY'S prior authorization and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

B. BASIC SERVICES

The basic service level (the minimum array of services provided to IMD residents) shall comply with Title 22 of the California Code of Regulations, Section 72445. Basic services shall also include: reasonable access to required medical treatment and up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming as specifically described herein.

C. CONTINUED STAY CRITERIA

1. Admission for contracted services occurs only under the order of a licensed mental health physician, with approval of the COUNTY representative(s).
2. Admission is available only to clients in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.
3. Clients must exhibit behavioral symptoms, which prohibit them from being admitted into a lower-level care. Due to their mental or neurological condition or status, and behavioral problems, clients are unable to provide for their basic needs, thus requiring this level of care.

VIII. DISCHARGE CRITERIA & PLANNING

At the point the client no longer requires the level of service of a locked skilled nursing facility, as determined by the COUNTY case manager, a plan for the client's transfer to a less restrictive community setting will be arranged by the COUNTY case manager in conjunction with the CONTRACTOR staff.

IX. TRANSFER TO ACUTE LEVEL OF CARE

If a client meets the criteria of medical necessity for acute psychiatric inpatient care, the CONTRACTOR will notify the COUNTY conservator and case manager, then proceed with the facility's psychiatrist to notify the COUNTY inpatient psychiatrist to arrange for the transfer of the client.

X. LIMITATIONS OF SERVICE

The CONTRACTOR will operate within the scope of services outlined in the CONTRACTOR'S State of California license.

XI. EVALUATION & REPORTING REQUIREMENTS

- A. In addition to all evaluation and reporting requirements previously stated in this Agreement, CONTRACTOR will meet all reporting and evaluation requirements stated as a condition of the facility's license. Additionally, CONTRACTOR will report any unusual incidents that occur at the facility to the COUNTY Designated Contract Monitor.
- B. CONTRACTOR shall notify the COUNTY Designated Contract Monitor of any change in Morton Bakar Center leadership that may occur during the term of this contract.

XII. QUALITY ASSURANCE

- A. CONTRACTOR shall comply with Chapter 3 of Division 5 of Title 22 of the California Code of Regulations pertaining to skilled nursing facilities.
- B. CONTRACTOR will meet all quality assurance requirements which are a condition of their license. COUNTY will routinely monitor the CONTRACTOR in terms of compliance with the COUNTY'S Quality Improvement Plan (QIP) in the following areas:
 - 1) Medical necessity;
 - 2) Appropriateness of continued treatment;
 - 3) Focus, level, intensity of care;
 - 4) Outcome of treatment; and
 - 5) Cost of treatment.

XIII. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

- B. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions.

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Cost Reimbursement (CR) or Negotiated Rate (NR) up to the maximum contract 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.

III. REIMBURSEMENT FOR BASIC / STP SERVICES

Garfield Neurobehavioral Center / Morton Bakar Center

Under the terms of this Agreement, COUNTY shall reimburse the CONTRACTOR for services rendered as described in Exhibit A, which will be identified as the Enhanced Treatment Rate for clients who have Medi-Cal benefits.

For non-Medi-Cal clients, the fee will include the Enhanced Treatment Rate plus the current State Medi-Cal Rate for clients residing at this facility. COUNTY is additionally responsible for paying the cost of medications for non-benefited clients.

The Leave of Absence and Bed Hold rate will apply only when an existent client is transferred to a facility temporarily, for acute psychiatric inpatient care, due to return to the facility. Effective for dates of service on or after May 12, 2023, the rate reduction for Leave of Absence and Bed Hold for acute hospitalization is updated to \$9.46 per diem and will conform to the State-approved Medi-Cal per diem rate as it varies annually. Rates are accessible through the Department of Health Care Services website at www.dhcs.ca.gov. CONTRACTOR will notify COUNTY in the event a client must be moved to an acute treatment facility and a bed hold needs to be made.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for clients who are temporarily [not more than seven (7) days] absent from a facility. Agreement by both parties is required for bed holds of more than 7 days.

The Skilled Nursing Facility (SNF) program services will be paid in arrears at the Enhanced Treatment Rate as follows:

Fiscal Year / Period	Mode of Service	Service Function Code	Enhanced Treatment (ET) Rate	Estimated # of Bed Days per FY	Non-Medi-Cal Eligible Clients (Medi-Cal Rate + ET Patch) *	Estimated # of Bed Days per FY	Maximum Yearly Estimated Cost
July 1, 2025 to June 30, 2026	05	30-34	\$323.86	365	\$747.72	0	\$118,209
GARFIELD NEUROBEHAVIORAL MAXIMUM COUNTY OBLIGATION:							\$118,209

**FY 2025-26 ET Rate plus estimated FY 2025-26 Medi-Cal Rate. Actual rate will be adjusted as State Medi-Cal rates are published.*

Fiscal Year / Period	Mode of Service	Service Function Code	Medi-Cal Eligible Clients 65 Years and Older	Estimated # of Bed Days per FY	Non-Medi-Cal Eligible / Medi-Cal Eligible Clients < 65 years *	Estimated # of Bed Days per FY	Maximum Yearly Estimated Cost
July 1, 2025 to June 30, 2026	05	30-34	\$167.94	1,460	\$460.25	365	\$413,184
MORTON-BAKAR MAXIMUM COUNTY OBLIGATION:							\$413,184

** FY 2025-26 Medi-Cal Eligible $\geq$ 65 Rate plus FY 2025-26 Medi-Cal Rate. Actual rate will be adjusted as State Medi-Cal rates are published.*

IV. NEGOTIATED RATE: ESCORT SERVICES AND 1:1 ENHANCED SUPPORT AND SUPERVISION

Escort Services

Escort Services may be required for admissions, Conservatorship hearings, and/or discharge to a lower level of care.

1:1 Services - Enhanced Support and Supervision

CONTRACTOR will provide individual support and supervision with prior authorization from COUNTY Contract Monitor. Examples of individual support and supervision are:

- Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment.
- Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.
- Stand by assistance for physical therapy treatment, including support during therapy session, and transport to and from treatment.
- Individual support for clients diagnosed with Severe & Persistent Mental Illness (SPMI) and Intellectual Disabilities, that without this individual support are placing their housing at risk due to the escalation of symptoms and behaviors.
- Bereavement support for individuals attending funeral or memorial of a loved one, including transportation to and from services.

The following Escort and 1:1 Enhanced Support and Supervision services will be paid for actual client usage in arrears, not to exceed the listed rates, on a monthly basis for a maximum total amount not to exceed **\$13,011 for FY 2025-26:**

Fiscal Year / Period	Service Description	Estimated Units (Hours/Year)	Service Rate / Hour	Maximum Yearly Estimated Cost
July 1, 2025 to June 30, 2026	1:1 Services	250	\$45.36	\$11,340
	Escort Services	50	\$33.42	\$1,671
ESCORT / 1:1 SERVICES MAXIMUM COUNTY OBLIGATION:				\$13,011

V. PAYMENT CONDITIONS

- A. 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 (30th) 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@countyofmonterey.gov

- B. 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.
- C. 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.
- D. 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.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR

to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

- F. 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.

VI. 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 **\$544,404** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2025 to June 30, 2026	\$544,404
TOTAL MAXIMUM COUNTY OBLIGATION:	\$544,404

- C. 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.
- D. 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.
- E. As an exception to Section E. 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.

VII. BILLING AND PAYMENT LIMITATIONS

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, and billing system data.

VIII. 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.

IX. 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

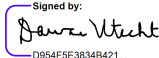
Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:



D954F5E3834B421...

Signature of Authorized Representative

7/31/2025 | 9:36 AM PDT

Date

Telecare Corporation

Business Name of Contractor

Dawan Utecht

Name of Authorized Representative (printed)

Senior Vice President/CDO

Title of Authorized Representative

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
- B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

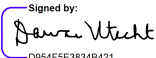
Contractor's Business Name		Telecare Corporation	
Name of Contractor's Designee		Dawan Utecht	
Title of Designee		Senior Vice President/CDO	
Street 1080 Marina Village Parkway, Suite 100			
City Alameda		State CA	Zip 94501
IRS Employer Identification Number		94-1735271	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signed by:  ----- Signature of Contractor		Date 7/31/2025 9:36 AM PDT	

EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

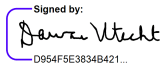
 Signed by: D954F5E3834B421... Signature of Authorized Representative	Telecare Corporation Contractor (Organization Name)
7/31/2025 9:36 AM PDT Date	Dawan Utecht Name of Authorized Representative (printed)
	Senior Vice President/CDO Title of Authorized Representative

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective JULY 1, 2025 (“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 TELECARE CORPORATION (“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; and

(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:

TELECARE CORPORATION
 Attn: Dawan Utecht
 Senior Vice President / Chief Development Officer
 1080 Marina Village Pkwy, Ste. 100, Alameda, CA 94501
 Phone: (510) 337-7950
 Fax: (510) 337-7969
 Email: dutecht@telecarecorp.com

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@countyofmonterey.gov

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, costs 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. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

available to the Covered Entity. 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

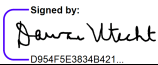
By: 	By: _____
Print Name <u>Dawan Utecht</u>	Print Name: <u>Elsa M. Jimenez</u>
Print Title <u>Senior Vice President/CDO</u>	Print Title: <u>Director of Health Services</u>
Date: <u>7/31/2025 9:36 AM PDT</u>	Date: _____

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :	Telecare Corporation	Invoice Number :	
Address Line 1	1080 Marina Village Pkwy, Suite 100	County PO No. :	
Address Line 2	Alameda, CA 94501	Invoice Period :	
Tel. No.:	(510) 337-7950		
Fax No.:			
Contract Term:	July 1, 2025 - June 30, 2026	Final Invoice :	(Check if Yes) ☐
BH Division :	Mental Health		BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Garfield Enhanced Treatment Rate			\$323.86	365			0	365	100%	\$ 118,209	\$ -		\$ -	\$ 118,208.90	100%
Medi-Cal Rate + ET Patch			\$747.72	0			0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
Morton-Baker M-C Eligible 65 yr+			\$167.94	1,460			0	1,460	100%	\$ 245,192	\$ -		\$ -	\$ 245,192.40	100%
Morton-Baker Non-M-C Eligible/M-C Eligible <65			\$460.25	365			0	365	100%	\$ 167,991	\$ -		\$ -	\$ 167,991.25	100%
1:1 Enhanced Services			\$45.36	250			0	250	100%	\$ 11,340			\$ -	\$11,340	100%
Escort Services			\$33.42	50			0	50	100%	\$ 1,671				\$1,671	100%
TOTALS				2,490	0	0	0	2,490	100%	\$544,404	0.00	0.00	0.00	\$544,404	100%

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
Title: _____ Chief Financial Officer

Date: _____
Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov
	Behavioral Health Claims Section

Behavioral Health Authorization for Payment	
Authorized Signatory	Date