

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and SENECA FAMILY OF AGENCIES ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on December 15, 2020, and end on June 30, 2021, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is sixty (60) days.

7. Specific Terms and Conditions (check one)

☐ [] There are no additional provisions to this contract.

☒ [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

- [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

**Contract Administrator for
COUNTY:**

Name: Alan Yamamoto
Behavioral Health
Title: Director
Address: 1131 San Felipe Road
Hollister, CA 95023
Telephone
No: (831) 636-4020
Fax No: (831) 636-4025
Email: alan@sbcmh.org

**Contract Administrator for
CONTRACTOR:**

Name: Ken Berrick
Title: Chief Executive Officer
Address: 8945 Golf Links Road
Oakland, CA 94605
Telephone
No: (510)654-4004
Fax No: (510) 317-1426
Email: ken_berrick@senecacenter.org

SIGNATURES

APPROVED BY COUNTY:

Name: _____
Chair, San Benito County
Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: 
Founder/CEO

TAX ID# 94-2971761

Date: 12/18/2020

APPROVED AS TO LEGAL FORM:

San Benito County Counsel By: 

Date: 12/21/2020

ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR

Section 1.0 – Clients: At the request of the COUNTY, CONTRACTOR shall provide Therapeutic Foster Care (TFC) for children/youth placed by the Probation and/or Child Protective Services into Foster Care. CONTRACTOR shall provide TFC for only those clients who meet the criteria indicated below (*Checked criteria apply.*) and who have been evaluated and referred in writing as authorized to receive TFC services by the County's Behavioral Health Quality Improvement Supervisor/ Designee.

- [X] EPSDT (Early and Periodic Screening, Diagnosis and Treatment Program): Medically necessary services provided only for clients under 21 years of age who are eligible for the full scope of Medi-Cal benefits.
- [X] Medically necessary services provided under Managed Care to Medi-Cal beneficiaries 21 years of age and older.
- [X] COUNTY shall specify the particular service to be rendered by CONTRACTOR to the specific client or clients in a written referral transmitted by COUNTY to CONTRACTOR. Upon receipt of such written referral, CONTRACTOR shall be authorized to render the authorized services to the particular client or clients.

Goals and Objectives

The primary goal of Therapeutic Foster Care (TFC) is to support comprehensive intervention efforts to ameliorate the child or youth's mental health issues to support successful transition toward stable permanency, through reunification, adoption or legal guardianship. CONTRACTOR shall align its program to achieve the following TFC program goals and objectives:

- Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.
- Reduce the number of multiple out of home placements for youth placed in TFC.
- Provide effective services that are continually reviewed and revised as indicated.
- Reduce subjective suffering from serious emotional disorders for children and youth.
- Promote coordination and collaboration in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.
- Positive family engagement in and experience of care.
- Engage underserved children, youth and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance abuse, community violence, interpersonal family violence, general neglect and exposure to trauma.
- Increase integration and access to services.
- Reduction and prevention of suicide risks.
- Demonstrate practice and principals of ICPM when providing services to child/youth and families.
- Increase support to address behaviors that interfere with the achievement of a stable and permanent family life.

Outcomes, Measurement/Data Collection and Reporting, and Performance Standards:

Access for New Clients (Timeliness/Access)

- Target Performance: Amount of time to access initial TFC services is no more than 7 days for clients (including urgent clients and those discharging from inpatient services)

Metric: Time to Services

- Average amount of time to TFC services for clients
- Clients receiving 1st service more than 1 calendar day from initial request

Improvement Objective:

- Reduce the number of clients who access services more than 7 days from initial request to no more than 10% of total new clients.

Successful Discharges (Quality)

- Target Performance: At least 75% of discharges are successful, as measured by Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment.
- Metric: Number and percentage of clients who discharged successfully from TFC service and into a lower level of care (as indicated by change in CANS scores).
- Improvement Objective: Increase to at least 75% the number of clients who successfully discharge, as indicated by improvement in CANS score at discharge.

Hospital ER and PHF Readmission Reduction (Quality)

- Target System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within 30 days.
- Metric: Number and percentage of clients discharging from acute care services who are readmitted within 30 days for any reason.
- Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within 30 days to no more than 5%.

TFC Service Delivery (Quality/Equity):

- The FFA will report on the total number of children and youth who receive TFC Services for the following metrics:
 - Age of child/youth
 - Gender
 - Ethnicity
 - Length of stay
 - Number of Child and Family Team (CFT) meetings attended on a quarterly basis
- Measurement/Data Collection and Reporting:
- Quarterly Reviews: CONTRACTOR shall submit a quarterly report demonstrating performance in the metrics noted in Outcomes above. Report will include run charts that demonstrate monthly performance since effective date of the contract and discussion of improvement activities related to the target performance.
- Quality Improvement Plan (QIP): CONTRACTOR will submit for review and approval an annual QIP as set forth by the COUNTY. CONTRACTOR will assess performance per above targets, metrics and improvement objectives and address needed improvements in the QIP.

The CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the California W&I and Division 1 of Title 9 of the California Code of Regulations (CCR).

When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.

All client demographic information, service and other appropriate data shall be provided to the COUNTY for client tracking and services purposes. In addition, all CONTRACTORS must have a current electronic health record system or plans to implement one, including the capability of data exchange with other systems. CONTRACTORS will be expected to already have electronic health record system/capabilities that meet the COUNTY's standards or to work with the COUNTY to meet those requirements.

CONTRACTOR will use the outcomes and performance tools defined by the County.

CONTRACTOR will perform outcomes evaluation in a manner that optimizes data accuracy and validity and submit quarterly reports to the contract monitor.

- Performance Standards:
 - The CONTRACTOR shall follow the individual COUNTY's data reporting requirements. Methods include the following data reporting collection of:
 - CANS scores: Admission, at 6-month intervals, and discharge
 - Pediatric Symptom Checklist (PSC) 35 scores: Admission, at 6-month intervals, and discharge
 - Client-Centered, Strengths Based Approach:
 - CONTRACTOR will utilize strengths-based approach that will include the use of the CANS assessment tool as determined by each participating COUNTY.
 - CANS will be administered in partnership with the COUNTY as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services, using the county specific CANS.
 - CONTRACTOR is responsible for training, certifying and annually re-certifying their staff on the CANS. In addition, if Contractor provides services to children birth through age 5, then CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - CONTRACTOR shall maintain a minimum of 2 staff that are the CONTRACTOR's CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, within 90 days of contract execution.
- Discharge from Services:
 - Clients shall be discharged when they meet the following criteria:
 - Upon mutual agreement by all members of the Child Family Team (CFT) (and must include BH and CW and/or JP) that the goals of treatment have been met;
 - Upon parent or guardian's unilateral decision to terminate treatment;

- Upon a good faith determination by the CONTRACTOR that the individual youth cannot be effectively served by the program and will be linked to other appropriate services that meet the needs of the youth; and
 - Upon transfer out of the COUNTY to another mental health program or region, appropriate follow-up or other service linkage will be made.
- Referrals:
 - CONTRACTOR shall serve clients as determined by COUNTY policies, procedures, directives, and guidelines, and that are within CONTRACTOR resources. CONTRACTOR will accept referrals according to BH guidelines.
 - Referrals for TFC will be an outcome of a CFT Meeting.
 - Youth referred could be part of the following diagnostic spectrum which includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, dual diagnosed mental health, developmental disability or drug and alcohol related diagnosis.
 - The CFT meeting in partnership with the TFC CONTRACTOR will determine the appropriate and eligible board and care rate (LOC or Intensive Service Foster Care) for the child/youth placed in this program.
- Target Populations:
 - Children/youth up to age 21 years, who are County dependents and wards of the Court and are County Medi-Cal beneficiaries, placed in FFAs, in need of specialty mental health services. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).
 - The target population will be comprised of Dependents and Wards, as defined by Welfare & Institutions Code (W&I) 300, placed by County Child Welfare (CW) and Wards (W&I 602) placed by County Juvenile Probation Department (JPD). Children/youth who have exited from the FFAs qualify as a member of the target population.
 - FFAs will be located within the boundaries of the County jurisdiction.
 - In addition to the general orientation of the ICPM, it is expected that CONTRACTORS articulate the ability to serve specific populations. Examples specialty populations and services/support are as follows but not limited to:
 - Pregnant or Parenting – Pre/post-natal, child development and parenting expertise/staff; Pre/post-natal, child development and parenting education/support. Transportation for pregnancy/parenting related appointments (medical, Women Infants and Children) and follow up, coordinating educational support (i.e., if on bed rest-home school/tutor), Pregnancy option education and coordinating with Public Health Nurse Services as appropriate.
 - Younger Youth (below age 12) with Severe Mental Health Issues and Behaviors: Trauma Informed Care, higher level of supervision, consultation with licensed clinical staff, behavior “de-escalation” strategies/techniques.
 - LGBTQ+ Youth awareness training for staff, consultation with licensed clinical staff regarding supports, resources and strategies for services, including Behavioral Health.
 - Cognitively Low Functioning with Mental Health and Behavioral Issues: Understanding of child development expertise, consultation with licensed clinical staff on specific interventions/strategies, increased support, intense coaching/mentoring.

- Special Medical and Health Care Needs: Health education/training for residents (as applicable), specialized training for staff (i.e. understanding diabetes, understanding the importance of medication administration), and staff trained as mentors/mentor(ing) program.

Scope of Services:

- Transportation for consumer referrals is not a covered expense in this procurement.
- CONTRACTOR will become proficient in TFC Mode of Service as defined by DHCS. CONTRACTOR is expected to maintain an appropriate training and supervision regime to ensure TFC is provided and documented appropriately. The services are intended to be a one to one service in a foster based home setting. The TFC foster parents will provide services under the supervision of licensed clinical staff from the FFAs.
- CONTRACTOR will demonstrate and support the values and principles of the Integrated Core Practice Model (ICPM) as follows:
 - Children/youth are first and foremost protected from abuse and neglect and maintained safely in their own homes.
 - Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
 - Services are individualized and tailored to the strengths and needs of each child/youth and their family.
 - Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
 - Parent/Family voice, choice and preference are assured throughout the process.
 - Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.
 - Services are culturally competent and respectful of the culture of children/youth and their families.
 - Services and supports are provided in the child/youth and family's community.
 - Children/youth have permanency and stability in their living situation.
 - TFC Parents will not be expected to be the sole provider of mental health services. When the child's or youth's mental health needs require additional service beyond CONTRACTOR's TFC service, it is expected that the CONTRACTOR will seek out and coordinate additional EPSDT Specialty Mental Health services for the child or youth through COUNTY BH. The need for additional mental health providers shall not be used as a reason for the FFAs to request the child or youth be removed by the placing agency. The expectation is that the services provided by TFC parents will be available
 - 24 hours a day, 7 days a week, services will be timely and are individualized based on the child/youth needs. As part of the CFT process the TFC parent will be a participating member of the CFT and attend Child Family Team Meetings (CFTM).
- FFA Services: As it relates to the care of the individual child/youth, the FFA is responsible for the following:
 - Collaborating and coordinating between and among the SMHS care coordinator and CFT with the TFC services in the development and implementation of the coordinated care plan;
 - Assessing the child/youth's progress in meeting plan goals related to provision of TFC services and communicating progress through the CFT;
 - Providing or arranging for the provision of, non-TFC Specialty Mental Health Services such as crisis intervention services that may need to be available 24-hours a day, 7 days a week; and,

- Incorporating evidence informed practices in the training of TFC parents and the treatment of the child/youth.
- TFC Parent Services: The child/youth placed with a TFC parent(s) will receive certain Medi-Cal SMHS components under a TFC service model operating under the direction of a LPHA or a Licensed Mental Health Professional able to direct services from the TFC Program Agency, as described below. The TFC parent(s) serve as one of the primary change agents for the trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan. A child/youth receiving TFC remains eligible for all medically necessary Medi-Cal SMHS services including ICC and IHBS. TFC parents provide a range of activities and services activities which include:
 - Implementing in-home evidence informed practices that include trauma informed rehabilitative treatment strategies set forth in the child/youth's client plan. Examples of services to be provided include providing skills-based interventions (including coaching and modeling), developing functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - Implementing the risk management/safety components of the child/youth's plan;
 - Participating as a member in the CFT in care planning, monitoring, and review processes;
 - Assisting or linking the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - Observing, monitoring, and alerting TFC Program Agency and members of the CFT about changes in the child/youth's needs;
 - The TFC service model is provided face-to-face at the TFC home or anywhere in the community.
 - This service is provided by the TFC parent and is billed as a daily bundled rate.
 - The TFC parents must write and sign a daily progress note and the TFC Program Agency's LPHA or a Licensed Mental Health Professional must review and co-sign the daily progress note which meets state Medi-Cal documentation standards of the child/youth's qualifying behavior, activities, progress, and achievements or progress toward specific outcomes outlined in the child/youth's Plan.
 - The TFC Program FFA must comply with the mental health documentation requirements prescribed by the County Mental Health Plan and the contract between DHCS and the local mental health plan.
 - The SMHS components provided under a TFC service model must be reflected in the child/youth's Plan.

Staffing Requirements:

- Staffing for TFC services vary depending upon the number TFC parents required to provide services. CONTRACTOR shall propose a staffing level adequate to administer and manage the delivery of Medi-Cal funded, TFC services and the supervision of TFC parents. The rate of service is based on a negotiated Costs per Day per TFC home. Proposers shall provide estimated costs to serve the County jurisdiction for the number of youths indicated in the table below for 180 days per youth throughout a fiscal year. Below is the estimated breakdown, per program, per COUNTY.

DSS placements	Probation placements	Total Annual Placements
1	.5	1.5

- Licensing requirements:

- CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- In addition to licensing requirements, the following additional experience, training and skills will be expected of CONTRACTOR'S staff:
 - Capability for addressing the diverse levels of client acculturation and bi-culturally
 - Capability to perform effective intervention with abused and neglected youth and their families, including clients involved in the juvenile justice system and clients of African American, Asian and Hispanic cultures.
 - Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance abuse, domestic violence, communication, behavioral management, parenting skills, and parent engagement strategies.
 - Knowledge of local community resources available to the client population, including those within ethnic/cultural groups.
 - Capability to work effectively as part of a multidisciplinary team.
 - Knowledge of crisis management and defined practice model.
- Cultural & Linguistic Skills
 - Services shall be culturally and linguistically appropriate for the target population. For more information go to <http://www.thinkculturalhealth.hhs.gov>. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
 - Staffing shall reflect the percentage of ethnic makeup of the target population
 - CONTRACTOR's program shall serve underserved cultural populations, children and youth in stressed families, individuals exposed to trauma, children and youth at risk of failing out of school and those at risk of entering the juvenile justice system
 - Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems, trauma exposed, the (LGBTQ+) and Special Education communities.
 - CONTRACTOR shall describe their ability to meet these cultural and linguistic requirements both ongoing and during periods where there are gaps in care due to unplanned circumstances within their agencies.
 - CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.
 - CONTRACTOR shall describe their efforts to acquire and maintain appropriate staffing in order to meet the needs of the diverse population of each County jurisdiction the proposal responds to.
 - CONTRACTOR shall describe how they will work with families with specialized needs such as limited literacy capabilities, issues of hearing/vision impairment, or new immigration statuses.
- Clinical Supervision
 - CONTRACTOR will provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice and evidence-based care and will at a minimum adhere to the following:
 - Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements

- Licensed staff receive 1 unit of supervision 2 times/month
 - Paraprofessionals and other practitioners receive 1 unit of supervision weekly
 - 1 unit of supervision = 1 hour of individual or 2 hours of group supervision
- CONTRACTOR shall maintain a workflow that is manageable for supervisors by attending to the 1:8 ratio of supervisors to supervisees
- The numbers of supervisees assigned to a supervisor shall be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, qualifications, etc.
- CONTRACTOR will ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly

Client Eligibility

- COUNTY shall be responsible for verifying client eligibility for Medi-Cal services.

Procedures

- CONTRACTOR shall provide only those services which have been preauthorized in writing by COUNTY. Such procedures shall be limited to those listed in Appendix 1 of Attachment A to this contract. Additionally, billable services shall be limited to those authorized by written referral from COUNTY.

Documentation of Services:

- Documentation must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and procedure code. Documentation, including progress notes, shall include the duration of the contact (including documentation time) and meet all documentation requirements as per State Department of Mental Health requirements. All billed services shall be subject to monitoring by COUNTY for compliance with State Department of Mental Health requirements. Clinical records shall be maintained for at least ten years from the last date of service to the beneficiary.
- CONTRACTOR shall expend no more billable time (including documentation time) performing the services for a particular client than the amount of time specified in Attachment B, section B-4.
- CONTRACTOR shall maintain clinical records for at least ten years from the last date of service to the beneficiary.

Coordination of Care

- CONTRACTOR shall develop a plan of coordination with the assigned COUNTY that will include at a minimum:
 - a. Mode of communication and frequency
 - b. Submission of monthly progress reports
 - c. Step down and/or Discharge planning
- CONTRACTOR will take all reasonable measures to inform COUNTY of any crisis situations in the timeliest manner. In such situation situations, COUNTY will provide medication support; facilitate psychiatric hospitalization and psychological evaluation.
- In the event of any unplanned medical emergency or mental health intervention,

CONTRACTOR will contact COUNTY.

Discharge planning

- It is the expectation of COUNTY that discharge planning will be a coordinated effort between the CONTRACTOR and COUNTY. All Client discharges will be 'planned discharges'. Discharge planning occurs from the moment a client is authorized for TFC by the COUNTY and will at least be evaluated by the COUNTY and CONTRACTOR on a **regular basis** for client progress and application of services for COUNTY re-authorization. COUNTY shall engage with CONTRACTOR in a timely and periodic concurrent review process of Contractor provided services subject to claims reimbursement by COUNTY. COUNTY shall maintain authority for final determination of medically necessary services authorized for CONTRACTOR reimbursement by COUNTY.

End Of Attachment A

ATTACHMENT B

Payment Schedule

Prior Authorization

a. **Form**

COUNTY shall develop a prior authorization form, which must be completed for each client admitted by CONTRACTOR under this agreement. At a minimum, this form shall contain a clear client identification, admission date, and COUNTY approval of the admission and level of service. CONTRACTOR is committed to provide care in accordance with the terms of this agreement, and COUNTY is committed to reimburse CONTRACTOR for care as set forth in this Exhibit.

b. **Process**

COUNTY contract liaison shall provide CONTRACTOR with a completed authorization form prior to each client admission. A client may be admitted without a completed authorization form on the basis of verbal authorization from the COUNTY contract liaison by mutual consent of the COUNTY and CONTRACTOR, provided COUNTY supplies a completed form within three (3) business days from the date of admission.

Reimbursement

a. **Amount**

The total amount of maximum reimbursement available under this agreement shall not exceed One hundred nineteen thousand dollars (\$119,000) per year. The contract maximum amount is not intended to be interpreted as the guaranteed amount to be paid to the contractor as contract reimbursement amounts are dictated by county approved utilization of contractor provided services as specified in this contract and reimbursable up to the total maximum amount of this contract.

b. **Rate**

COUNTY shall reimburse CONTRACTOR for services under this agreement at a rate of \$217.40 per day for TFC services. For each client the monthly claim shall itemize the type and date of service in minute increments for billing to the Medi-Cal program. CONTRACTOR will provide the chart notes with the monthly claim justifying said services. The monthly gross billings shall reflect a reduction of third party revenues received on behalf of individual clients from this COUNTY.

c. **Claims**

CONTRACTOR shall submit all claims for reimbursement under the agreement within sixty (60) days after the ending date of the agreement. All claims submitted after sixty (60) days following the ending date of the agreement will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursement and paid by the COUNTY which remain unpaid by the CONTRACTOR after ninety (90) days following the ending date of the agreement will be disallowed under audit by the COUNTY.

d. **Monthly Payment**

COUNTY shall provide CONTRACTOR with an approved form for use in billing services under this agreement. CONTRACTOR shall bill for services under this agreement on a monthly basis in arrears. CONTRACTOR shall provide COUNTY with a bill on the approved form within ten (10) days of the end of the month of service. COUNTY shall reimburse CONTRACTOR for services within thirty (30) days of receipt of the approved form.

e. **Final Payment**

COUNTY shall provide CONTRACTOR with final payment for services under this agreement within thirty (30) days of receipt of CONTRACTOR billing for the last month of service. Final payment shall be adjusted as appropriate to reconcile cash advance provided CONTRACTOR (c. above), differences between estimated and actual CONTRACTOR share of cost receipts, and other outstanding payment issues.

Audits

a. **Scope**

COUNTY may audit CONTRACTOR billing for, and provision of, services under this agreement at any time with fourteen (14) days advance written notice. COUNTY audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the CONTRACTOR were actually provided to COUNTY patients as prescribed in the Basic Services Statement included in Exhibit "A". CONTRACTOR shall provide COUNTY with on-site access to all reasonable documents, records, and other supporting information for billing and services under this agreement.

CONTRACTOR shall make available to COUNTY, upon written request, and to the Federal/State Government or any of their duly authorized representatives, this agreement and such books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the reasonable costs of services to COUNTY.

c. **Findings**

Where problems are identified in the course of an audit, which resulted in a significant overpayment to the CONTRACTOR, COUNTY must conduct an exit conference with the CONTRACTOR at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

d. **Repayment**

CONTRACTOR must repay COUNTY for any overpayment identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in D below. At the CONTRACTOR's discretion, repayment may be scheduled for direct submission to the COUNTY or an offset of a future bill for services under this agreement. If CONTRACTOR fails to submit appropriate repayment within designated timeframe, COUNTY may offset future bills for services under this agreement.

e. **Appeals**

CONTRACTOR has the right to appeal audit findings and related COUNTY actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by COUNTY. COUNTY shall schedule a formal hearing for CONTRACTOR appeals within thirty (30) days of receipt of a written request. COUNTY shall issue a final report on appeal findings within thirty (30) days of the formal hearing. CONTRACTOR shall also have the right to judicial review of COUNTY actions related to audits conducted under this agreement. In the case of such an appeal, CONTRACTOR repayment shall be due within thirty (30) days after the appeal process is final.

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D

Specific Terms and Conditions

- D-1. CONTRACTOR shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall adhere to all statutes and regulations governing the confidentiality of records. CONTRACTOR agrees to maintain the confidentiality of any information, which may be obtained in the performance of this agreement. CONTRACTOR agrees to hold all such confidential information in trust and confidence and upon cancellation or expiration of this agreement CONTRACTOR will return to COUNTY all written or descriptive matter, which contains any such confidential information.
- D-3. CONTRACTOR shall maintain all patient records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.
- D-5. CONTRACTOR shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.
- D-6. CONTRACTOR shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.
- D-7. State and COUNTY agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.
- D-8. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when COUNTY provides such.
- D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.
- D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, CONTRACTOR shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). COUNTY agrees that all screenings and stabilizing services provided by a CONTRACTOR in a medical emergency are services covered by COUNTY under this agreement.
- D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered

entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.

- D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or \$5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.
- D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.
- D-14. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.
- D-15. CONTRACTOR will cooperate with COUNTY in the preparation of and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or statutes of the State of California or United States Government.
- D-16. COUNTY, with prior written notice of fourteen (14) days to CONTRACTOR, may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.
- D-17. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.
- D-18. CONTRACTOR agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by COUNTY. Without limiting the generality of the foregoing, CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.
- D-19. CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither the CONTRACTOR or CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21,

USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of CONTRACTOR's facilities or COUNTY's facilities or worksites. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or worksite, the CONTRACTOR, within five (5) days thereafter, shall notify the supervising department or the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

- D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the COUNTY agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".
- D-21 In cases of unusual occurrences CONTRACTOR shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. CONTRACTOR agrees to concurrently notify COUNTY in writing of said unusual occurrence.

END OF ATTACHMENT D

ATTACHMENT E

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

BUSINESS ASSOCIATE

- (a) CONTRACTOR shall comply with, and assist the COUNTY in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, CONTRACTOR may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the COUNTY as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the COUNTY complies.
- (c) CONTRACTOR shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) CONTRACTOR shall report to the COUNTY any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR as a result of a use or disclosure of Protected Health Information by CONTRACTOR, which is in violation of the requirements of this Agreement.
- (g) CONTRACTOR shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by CONTRACTOR on behalf of the COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
- (h) CONTRACTOR shall provide access, at the request of the COUNTY, and in the time and manner designated by the COUNTY, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the COUNTY or, as directed by the COUNTY, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) CONTRACTOR shall make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs, pursuant to 45 CFR Section 164.526, at the request of the COUNTY or an Individual, and in the time and manner designated by the COUNTY.
- (j) CONTRACTOR shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) CONTRACTOR shall provide to the COUNTY or an Individual, in the time and manner designated by the COUNTY, information collected in accordance with subsection (j), to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) CONTRACTOR shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY, available to the COUNTY; or at the request of the COUNTY, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the COUNTY or the Secretary, for purposes of the Secretary determining the COUNTY's compliance with the Privacy Rule.
- (m) A breach by CONTRACTOR of any provision of this Addendum, as determined by COUNTY, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the COUNTY.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, CONTRACTOR shall return or destroy all Protected Health Information received from the COUNTY, or created or received by CONTRACTOR on behalf of the COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the CONTRACTOR. CONTRACTOR, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to the COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, CONTRACTOR shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) CONTRACTOR is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).

- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the COUNTY to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E