

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

By: Jenine MillerJenine Miller, HHSA Assistant Director/  
Behavioral Health DirectorDate: 4/30/19Budgeted: ☐ Yes ☒ No

Budget Unit: 4050

Line Item: 86-3280

Org/Object Code: MHAS75

Grant: ☒ Yes ☐ No

Grant No.: 17-94644

## CONTRACTOR/COMPANY NAME

By: Carrie TalbotCarrie Talbot  
Chief Contract Management Unit

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

## NAME AND ADDRESS OF CONTRACTOR:

Dept. of Health Care Services  
1501 Capitol Ave., MS 4506  
Sacramento, CA 95889-7413  
916-345-7603

## INSURANCE REVIEW:

By: Carmel G. Ayala

Risk Management

Date: 4/30/19

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle

Deputy CEO

Date: 4/30/19

## COUNTY COUNSEL REVIEW:

## APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County CounselBy: Charlotte Scott

Deputy

Date: 4/30/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/AMendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_





STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

17-94833

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CMU

CONTRACTOR NAME

County of Mendocino

**MASTER COPY**

2. The term of this Agreement is:

START DATE

April 30, 2018

THROUGH END DATE

June 30, 2019

3. The maximum amount of this Agreement is:

\$ 422,708.05 (Four Hundred Twenty-Two Thousand, Seven Hundred Eight Dollars and Five Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B	Attachment I - Budget Year (1)	1
Exhibit B	Attachment I - Budget Year (2)	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D (F)	Special Terms and Conditions (Attached hereto as part of this agreement) Notwithstanding provisions 5, 6, 15, 16, 17, 22, 23, 29, and 30 which do not apply to this agreement.	26
Exhibit E	Additional Provisions	3
Exhibit F	HIPAA Business Associate Addendum	15
Exhibit G	Travel Reimbursement Information	2
Exhibit H	Contractor's Release	1
Exhibit I	Contractor Equipment Purchased with DHCS Funds	2
Exhibit J	Inventory/Disposition of DHCS-Funded Equipment	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

1120 S. Dora Street

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Jenine Miller

TITLE

PsyD, BH and Recovery Services Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/28/19



**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

17-94833

PURCHASING AUTHORITY NUMBER (if applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1000 G Street, 4th Floor, MS 2400, P.O. Box 997413

CITY

Sacramento

STATE

CA

ZIP

95899

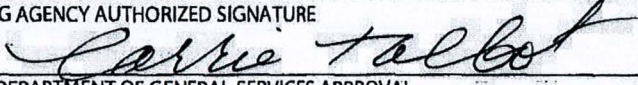
PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

Chief, Contract Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/1/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION, IF APPLICABLE



**Exhibit A**  
**Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Federal Emergency Management Agency (FEMA) provides assistance to states that suffer natural disasters pursuant to the Stafford Act. Section 416 of that Act authorizes FEMA to fund behavioral health services and training following a natural disaster. Pursuant to that section of the Act FEMA funds crisis counseling and related services through the Federal Crisis Counseling Assistance and Training Program (CCP) for a limited period of time.

The State of California provides a comprehensive array of Specialty Mental Health Services to Medi-Cal beneficiaries in each county through a county mental health plan, which contracts with DHCS to provide those services. County mental health plans are required to provide or arrange for the provision of Specialty Mental Health Services to Medi-Cal beneficiaries. Each county's behavior health (or mental health) department operates its mental health plan and is able to arrange for the provision of crisis counseling services.

This Agreement provides CCP funding to Mendocino County's Behavioral Health Department to provide crisis counseling and related services pursuant to the CCP. In order to address the need for crisis counseling services in Mendocino County, and in accordance with CCP requirements, Contractor shall provide the following services during the contract period:

- 1) Recruitment of diverse crisis counselors
- 2) Crisis counseling services
- 3) Media/marketing and outreach
- 4) Data collection
- 5) Training
- 6) Invoicing

**2. Service Location**

The services shall be performed at all applicable locations within the County of Mendocino.

**3. Service Hours**

The services shall be provided during hours and on any day of the week that adequately meets the needs of the community.

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:



**Exhibit A**  
**Scope of Work**

<b>Department of Health Care Services</b>	<b>County of Mendocino</b>
Contract Manager: Donna Ures Telephone: (916) 713-8802 Fax: (916) 440-7621 Email: donna.ures@dhcs.ca.gov	Contract Manager: Jenine Miller, PsyD Telephone: (707) 472-2341 Fax: Email: millerje@co.mendocino.ca.us

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Mendocino</b>
MHSA Oversight & Fiscal Reporting Attention: Donna Ures Mail Station Code 2704 1500 Capitol Avenue, MS 2704 P.O. Box 997413 Sacramento, CA, 95899-7413  Telephone: (916) 713-8802 Fax: (916) 440-7621 Email: donna.ures@dhcs.ca.gov	Department of Behavioral Health Attention: Jenine Miller, PsyD, Director 1120 S. Dora Street Ukiah, CA 95482  Telephone: (707) 472-2341 Fax: Email: millerje@co.mendocino.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. Services to be Performed**

A. Contractor agrees to comply with all applicable federal and state requirements, including the following: the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget, applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the state, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement, 44 Code of Federal Regulations Section 206.171, 42 Code of Federal Regulations Part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding. CCP funding shall not be used to supplant existing resources. County expenditure of CCP funds are subject to state and federal oversight, including onsite program performance reviews and federal audits. (44 C.F.R. § 206.171 (k) and 42 C.F.R. § 38.9)

For your reference, FEMA secondary guidance, which is current as of July 20, 2018, is accessible at the following link <https://www.samhsa.gov/dtac/ccp-toolkit>. Paragraphs B through G generally describe the services Contractor is to perform through the term of the contract. If there is a conflict between Contractor's obligations pursuant to paragraph A and paragraphs B-G, Contractor shall comply with its obligations pursuant to paragraph A.



**Exhibit A**  
**Scope of Work**

**B. Recruitment**

1. Contractor shall recruit and select a behavioral health specialist as staff to serve as Team Leader. The Team Leader shall be directly responsible for:
  - a) Recruiting and selecting paraprofessionals to serve as crisis counselors;
  - b) Training, supervising, and debriefing crisis counselors;
  - c) Providing coordination and oversight of the crisis counselors plan of service;
  - d) Performing crisis counseling services as necessary;
  - e) Assessing individuals who may require traditional mental health or substance use treatment;
  - f) Conducting ongoing needs assessment utilizing the data described in section E, Data Collection; and
  - g) Coordinating data collection activities and reviewing data form submissions for accuracy.
2. Contractor shall recruit and select paraprofessionals to serve as crisis counselors.
  - a) The Contractor shall make a good faith effort to recruit crisis counselors that reflect the demographics of Mendocino County, including youth, and counselors who are bilingual and bicultural in English and Spanish.
  - b) The CCP crisis counselors shall work in pairs when deployed into the field.

**C. Crisis Counseling Services**

1. Crisis Counseling Services shall focus on preventing or mitigating adverse repercussions from the disaster. Crisis counselors shall provide individual and group crisis counseling, emotional support, public education, and referrals as needed.
2. Counseling services shall include:
  - a) Brief educational or supportive contact
  - b) Individual, family, and group crisis counseling
  - c) Assessment, referral and resource linkage
  - d) Community support and networking public education; and
  - e) Development and distribution of educational materials
3. Contractor shall ensure the following:
  - a) Anonymous – Crisis counselors will not classify, label, or diagnose people; counselors will not keep records or case files;
  - b) Outreach Oriented – Crisis counselors will deliver services in communities rather than waiting for survivors to seek their assistance;

**Exhibit A**  
**Scope of Work**

- c) Conducted in nontraditional settings – Crisis counselors will typically make contact with survivors of the disaster in homes and communities, not in clinical or office settings; and
  - d) Designed to strengthen existing community support systems – the CCP services provided pursuant to this Agreement will supplement and never supplant or replace existing services.
4. Crisis Counselors shall consider the following principles in providing counseling services:
- a) Strengths based – CCP services promote resilience, empowerment, and recovery; and
  - b) Culturally Sensitive – The CCP model embraces cultural and spiritual diversity as reflected in the CCP culturally relevant outreach activities.

**D. Media and Marketing/Outreach**

Contractor shall develop and deliver public messaging, provide information regarding crisis counseling services, and encourage community participation by:

- a) Advertising on local radio stations
- b) Advertising in local newspapers (paper and online)
- c) Posting information on the Contractor's website and social media outlets
- d) Establishing/utilizing toll free phone numbers or hotlines
- e) Promoting word of mouth promulgation and engaging in community networking.

**E. Data Collection**

1. The Contractor is responsible for data collection and shall do the following:
  - a) Implement and oversee the data collection activities
  - b) Collect and analyze CCP data, provide data analysis and feedback to the State and County Mental Health management staff to improve program services;
  - c) Provide technical assistance to CCP staff on data collection
  - d) Work closely with the team lead and the State to ensure the accuracy of completed forms or data collection tools.
2. Contractor shall ensure data is collected in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit, as approved by the US Office of Management and Budget (OMB No. 0930-0270) with an expiration date of 09/30/2018.
3. DHCS shall provide the Contractor with website links to FEMA's Crisis Counseling Assistance and Training Program data toolkit that include the following data collection tools:



**Exhibit A**  
**Scope of Work**

- a) Individual/Family Crisis Counseling Services Encounter Log
  - b) Group Encounter Log
  - c) Weekly Tally Sheet
  - d) Participant Feedback Survey
  - e) Adult Assessment and Referral Tool
  - f) Child/Youth Assessment and Referral Tool; and
  - g) Service Provider Feedback Survey.
4. Contractor shall ensure all staff who perform services that are funded through this Agreement are trained in the federal data collection requirements. The data shall be entered weekly via the CCP Online Data Collection and Evaluation System. The data specialist shall have weekly meetings with the State to ensure that all data requirements are being met. The data collected shall consist of:
- a) Individual/Family Crisis Counseling Services Encounter Logs
  - b) Group Encounter Logs
  - c) Weekly Tally Sheets
  - d) Assessment and Referral Tools
  - e) Participant Feedback Surveys

**F. Training**

1. Contractor shall ensure that all crisis counselor staff who perform services that are funded through this Agreement complete the Core Content Training. Core Content Training will be provided by the State. In addition, an abbreviated version is available online. The Core Content Training (abbreviated version) shall be taken by each crisis counselor within five (5) days of appointment.
2. The Core Content Training is intended to:
  - a) Provide CCP staff with an understanding of the CCP model
  - b) Ensure that CCP staff are competent with crisis counseling interventions and are able to identify severe reactions to disaster
  - c) Ensure that CCP staff can provide appropriate referrals to individuals in need
  - d) Ensure that CCP staff are able to collect program data.
3. The Contractor shall ensure all CCP program, fiscal, and data evaluation staff attend trainings required by FEMA.
4. If Contractor receives CCP Regular Services Program (RSP) funding, the Contractor's designated staff shall attend the "Transition to Regular Services Program", "RSP Midprogram Training", "Disaster Anniversary Training", and "RSP Phasedown" trainings.

**Exhibit A**  
Scope of Work

G. Reporting

1. Contractor shall hire a fiscal coordinator who is responsible for:
  - a) Tracking and monitoring all CCP contract funds in accordance with generally accepted accounting principles and practices and cost accounting standards.
  - b) Reviewing, preparing, and submitting fiscal reports and reimbursement requests to the DHCS monthly.
  - c) Maintaining sufficient financial records and statistical data to support Contract expenditures. All records must be capable of verification by qualified auditors for a three-year period after the contract ends.
2. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
3. Contractors' subcontracts shall require that all Subcontractors comply with the requirements of the CCP Contract and this contract.
4. Contractor shall comply with all federal and State administrative and fiscal reporting requirements, including the CCP reports and accounting of funds.

**6. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Contract Liaisons  
Department of Health Care Services  
Clinical Assurance & Administrative Support Division  
1501 Capitol Avenue, MS 4506  
Sacramento, CA 95814

C. Invoice Components:

The invoice shall contain a coversheet and if applicable, support documentation. The coversheet will serve as a brief and concise summary detailing the contract number, invoice number, billing and/or performance period, and the total expenditure.

D. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the Contractor's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**4. Amounts Payable**

- A. The amounts payable under this Agreement shall not exceed:
  - 1) \$94,339.96 for the budget period of 04/30/18 through 06/30/18.
  - 2) \$328,368.09 for the budget period of 07/01/18 through 6/30/19.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

**5. Timely Submission of Final Invoice**

- A. All Crisis Counseling Assistance and Training Program (CCP) invoices and service delivery data is to be sent to the DHCS, Clinical Assurance & Administrative Support Division, c/o Allison Tamai.
- B. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- C. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- D. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit H)**" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**6. Progress Payment Withholds**

- A. This provision replaces and supersedes provision 22 of Exhibit D(F).
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- C. Ten percent (10%) may be withheld by DHCS from each invoice submitted for reimbursement, under the following conditions:
  - 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.



**Exhibit B**  
**Budget Detail and Payment Provisions**

- 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

**D. Release of Amounts Withheld**

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHCS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHCS.

**E. Payment Requests Excluded from the 10 Percent (10%) Withhold**

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

**7. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit F entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 6 in this exhibit entitled, "Recovery of Overpayments" for more information.

**8. Recovery of Overpayments**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:

**Exhibit B**  
**Budget Detail and Payment Provisions**

- 1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;
  - 2) A repayment schedule which is agreeable to the both DHCS and the Contractor.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of DHCS' demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.



**Exhibit B Attachment I**  
**Budget**  
**Year 1**  
**(4/30/18 through 06/30/18)**

Position Title	# of Staff	FTE	Daily Salary Range	Number of Days	Total Cost
Provider Program Manager	1	0.25	\$240.56/Day	42/Days	\$ 2,525.88
Team Lead	1	1	\$240.56/Day	42/Days	\$ 10,103.52
Crisis Counselor	6	1	\$179.52/Day	42/Days	\$ 45,239.04
Fiscal Specialist	1	0.5	\$246.56/Day	42/Days	\$ 5,177.76
Data Evaluation Specialist	1	0.5	\$179.52/Day	42/Days	\$ 3,769.92
<b>Total Salary</b>					\$ 66,816.12
<b>Fringe Benefits (30% of Direct Personnel Costs)</b>					\$ 20,044.84
<b>Total Personnel</b>					<b>\$ 86,860.96</b>

**Operating Expenses**

Office Supplies: \$25/person/month  
\$25 x 7 staff x 2 months = \$350  
Photocopies/Printing cost: \$0.15 x 1,250 copies/month  
\$0.15 x 1,250 x 2 = \$375  
Cell Phone Service: 5 cell phone plans x \$100 x 2 months  
5 x \$100 x 2 = \$1,000  
Uniforms: 7 staff x \$30/vest = \$210

**Total Operating Expenses** \$ 1,935.00

**Equipment Expenses**

**Total Equipment Expenses** \$ 0

**Travel** (At CalHR reimbursement rates)

Mileage: (Avg. 50 miles/day x 3 teams of 2)  
\$0.535 x 50 x 3 x 42 = \$3,370.50  
Lodging: (\$95/day, plus tax 15%)  
\$109.25 x 7 staff x 2 nights = \$1,529.50  
Per Diem: \$46/day x 7 staff x 2 days = \$644.00

**Total Travel** \$ 5,544.00

**Subcontracts**

**Total Subcontracts** \$ 0

**Indirect Costs**

**Indirect Costs** \$ 0

**Annual Budget Total** \$ 94,339.96

**Exhibit B Attachment II**  
Budget  
Year 2  
(07/01/18 through 6/30/19)

Position Title	# of Staff	FTE	Daily Salary Range	Number of Days	Total Cost
Provider Program Manager	1	0.25	\$240.56/Day	147/Days	\$ 8,840.58
Team Lead	1	1	\$240.56/Day	147/Days	\$ 35,362.32
Crisis Counselor	6	1	\$179.52/Day	147/Days	\$ 158,336.64
Fiscal Specialist	1	0.5	\$246.56/Day	147/Days	\$ 18,122.16
Data Evaluation Specialist	1	0.5	\$179.52/Day	147/Days	\$ 13,194.72
<b>Total Salary</b>					\$ 233,856.42
<b>Fringe Benefits (30% of Direct Personnel Costs)</b>					\$ 70,156.92
<b>Total Personnel</b>					<b>\$ 304,013.34</b>

**Operating Expenses**

Office Supplies: \$1,225.00  
Photocopies/Printing cost: \$1,312.50  
Cell Phone Service: \$3,500.00

**Total Operating Expenses** \$ 6,037.50

**Equipment Expenses**

**Total Equipment Expenses** \$ 0

**Travel (At CalHR reimbursement rates)**

Mileage: (Avg. 50 miles/day x 3 teams of 2)  
\$0.535 x 50 x 3 x 147 = \$11,769.75  
Lodging: (\$95/day, plus tax 15%)  
\$109.25 x 7 staff x 6 nights = \$4,588.50  
Per Diem: \$46/day x 7 staff x 6 days = \$1,932.00

**Total Travel** \$ 18,317.25

**Subcontracts**

**Total Subcontracts** \$ 0

**Indirect Costs**

**Indirect Costs** \$ 0

**Annual Budget Total** \$ 328,368.09



**Exhibit E**  
**Additional Provisions**

**1. Amendment Process**

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

**2. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

**3. Dispute Resolution Process**

- A. This provision replaces and supersedes provision 15 of Exhibit D(F).
- B. If a dispute arises between the Contractor and DHCS, the Contractor must seek resolution using the process outlined below.
  - 1) The Contractor should first informally discuss the problem with the DHCS program contract manager. If the problem cannot be resolved informally, the Contractor must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
  - 2) When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The



**Exhibit E**  
**Additional Provisions**

decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of DHCS.

- 3) Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS program contract manager.
- 4) There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**4. Insurance Requirements**

The Contractor agrees to furnish to DHCS a letter certifying that it possesses and/or will obtain self-insurance in an amount that is sufficient to cover bodily injury and property damage liability combined that might arise under this Agreement. Self insurance coverage shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and other applicable liability that may arise under this Agreement. The liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**5. Avoidance of Conflicts of Interest by Contractor**

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
  - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Contract. DHCS may, at its discretion upon



**Exhibit E**  
**Additional Provisions**

receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

**6. Identification of Contractor versus Subrecipient.**

The Contractor, County of Mendocino, is considered a subrecipient and subject to all applicable requirements in Title 2, Code of Federal Regulations, Part 200 and Title 45, Code Federal Regulations, Part 75, including, but not limited to, the requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2, Code of Federal Regulations Part 200, Subpart F or Title 45, Code of Federal Regulations, Part 75.

**Exhibit F**  
**HIPAA Business Associate Addendum**

**I. Recitals**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**II. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.



**Exhibit F****HIPAA Business Associate Addendum**

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

**III. Terms of Agreement****A. Permitted Uses and Disclosures of PHI by Business Associate**

**Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish



**Exhibit F**  
**HIPAA Business Associate Addendum**

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
  - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

**B. Prohibited Uses and Disclosures**

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

**C. Responsibilities of Business Associate**

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.



**Exhibit F****HIPAA Business Associate Addendum**

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
  - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

**E. Business Associate's Agents and Subcontractors.**

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.



**Exhibit F****HIPAA Business Associate Addendum**

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
  - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
  - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. Availability of Information to DHCS and Individuals.** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

**G. Amendment of PHI.** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.



**Exhibit F****HIPAA Business Associate Addendum**

**I. Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

**J. Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.



**Exhibit F****HIPAA Business Associate Addendum**

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the



**Exhibit F**  
**HIPAA Business Associate Addendum**

contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Fax: (916) 440-5537  Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

**K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

**L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

**M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

#### **IV. Obligations of DHCS**

DHCS agrees to:

**A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

**B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.



**Exhibit F****HIPAA Business Associate Addendum**

- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

**V. Audits, Inspection and Enforcement**

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
  2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

**VI. Termination**

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.



**Exhibit F****HIPAA Business Associate Addendum**

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**VII. Miscellaneous Provisions**

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
  2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *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 this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.



**Exhibit F**

**HIPAA Business Associate Addendum**

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



**Exhibit F**  
**HIPAA Business Associate Addendum**

**Attachment A**  
**Business Associate Data Security Requirements**

**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.



**Exhibit F****HIPAA Business Associate Addendum**

- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.



**Exhibit F****HIPAA Business Associate Addendum**

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.



**Exhibit F**

**HIPAA Business Associate Addendum**

- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



**Travel Reimbursement Information**  
**(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after January 1, 2017)**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).



## Travel Reimbursement Information (Continued)

Exhibit G

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
- At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
  4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.535 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
  5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
  6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

### Per Diem Reimbursement Guide

Less than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.....</li> <li>▶ Trip ends at least one hour after the regularly scheduled workday ..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.</li> </ul> <p><b><i>Lunch or incidentals cannot be claimed on one-day trips.</i></b></p>	<p>Breakfast</p> <p>Dinner</p>
24 hours or more	<ul style="list-style-type: none"> <li>▶ Trip begins at or before 6:00 a.m. ....</li> <li>▶ Trip begins at or before 11:00 a.m. ....</li> <li>▶ Trip begins at or before 5:00 p.m. ....</li> </ul>	<p>Breakfast</p> <p>Lunch</p> <p>dinner</p>
More than 24 hours	<ul style="list-style-type: none"> <li>▶ Trip ends at or after 8:00 a.m.....</li> <li>▶ Trip ends at or after 2:00 p.m.....</li> <li>▶ Trip ends at or after 7:00 p.m.....</li> </ul>	<p>Breakfast</p> <p>Lunch</p> <p>Dinner</p>



## Contractor's Release

### Instructions to Contractor:

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** 17-94833 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (if Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Mendocino

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

Distribution:      Accounting (Original)      Program



### CONTRACTOR EQUIPMENT PURCHASED WITH DHCS FUNDS

ontact's Telephone Number: 707-472-2341



## INSTRUCTIONS FOR DHCS 1203

(Please read carefully.)

The information on this form will be used by the Department of Health Care Services (DHCS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with DHCS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/ DHCS equipment and/or property has been received, the DHCS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to DHCS AM. The DHCS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the DHCS Program Contract Manager, AM will fill in the first column with the assigned state/ DHCS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the DHCS Program Contract Manager, along with the appropriate property tags. The DHCS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

If the item was shipped via the DHCS warehouse and was issued a state/ DHCS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

1. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

**A. Major Equipment:**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

**These items are issued green numbered state/ DHCS property tags.**

**B. Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ DHCS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is DHCS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the DHCS Purchase Order (STD 65) number if the items were purchased by DHCS.
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHCS Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The DHCS Program Contract Manager should retain one copy and send the original to: Department of Health Care Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Sacramento, CA 95899-7413.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0150.
7. Use the version on the DHCS Intranet forms site. The DHCS 1203 consists of one page for completion and one page with information and instructions.



## INVENTORY/DISPOSITION OF DHCS-FUNDED EQUIPMENT

Date Current Contract Expires: 6/30/19

DHCS Program Name: MHSA Oversight and Fiscal Reporting Section

DHCS Program Contract Manager: Donna Ures, Section Chief

DHCS Program Address: 1500 Capitol Ave, Sacramento CA 95814

DHCS Program Contract Manager's Telephone Number: 916-324-0401

Date of this Report: \_\_\_\_\_

**(THIS IS NOT A BUDGET FORM)**

[illegible]



**INSTRUCTIONS FOR DHCS 1204**  
**(Please read carefully.)**

The information on this form will be used by the Department of Health Care Services (DHCS) Asset Management (AM) to: (a) conduct an inventory of DHCS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with DHCS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The DHCS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The DHCS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all DHCS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted DHCS 1203s**, "Contractor Equipment Purchased with DHCS Funds." AM will contact the DHCS Program Contract Manager if there are any discrepancies.

**Disposal:** (Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).) The DHCS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the DHCS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the state/ DHCS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ DHCS property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ DHCS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHCS Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The DHCS Program Contract Manager should retain one copy and send the original to: Department of Health Care Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Sacramento, CA 95899-7413.
5. Use the version on the DHCS Intranet forms site. The DHCS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0150.



**AGREEMENT SUMMARY**

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

**17-94833**

AMENDMENT NUMBER

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME County of Mendocino		2. FEDERAL I.D. NUMBER 94-6000520
3. AGENCY TRANSMITTING AGREEMENT Department of Health Care Services	4. DIVISION, BUREAU, OR OTHER UNIT MHSD Management & Performance Outcomes	5. AGENCY BILLING CODE 085440
6a. CONTRACT ANALYST NAME Candace Marty	6b. EMAIL candace.marty@dhcs.ca.gov	6c. PHONE NUMBER (916) 552-9860

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ No ☒ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

County of Mendocino

PRIOR AGREEMENT NUMBER

17-94644

8. BRIEF DESCRIPTION OF SERVICES

On October 10, 2017 the State of California received a Presidential declaration (FEMA-4344-DR-CA) for the Northern California Fire, which directly impacted Mendocino County. This contract will enable DHCS to provide crisis counseling and emergency mental health services to individuals affected by the wildfires.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The Crisis Counseling Assistance and Training Program (CCP) is funded by the Federal Emergency Management Agency (FEMA) under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (Stafford Act). This behavioral health assistance is designed to provide behavioral health support in the affected community, primarily relying on face-to-face contacts with survivors in their communities. Mendocino County in accordance with federal grant requirements, shall provide the following services; Recruitment of Diverse Crisis Counselors, Crisis Counseling Services, Media/Marketing and Outreach, Data Collection, Training and Invoicing.

10. PAYMENT TERMS (More than one may apply)

☐ Monthly Flat Rate      ☐ Quarterly      ☐ One-Time Payment      ☐ Progress Payment  
☒ Itemized Invoice      ☐ Withhold \_\_\_\_\_ %      ☐ Advanced Payment Not To Exceed \_\_\_\_\_ or \_\_\_\_\_ %  
☐ Reimbursement / Revenue  
☐ Other (Explain) Not more frequently than monthly

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
FF - RSP Local Assistance	4260-115-0890	17/18	14	2017	\$94,339.96
FF - RSP Local Assistance	4260-115-0890	18/19	29	2018	\$328,368.09

OBJECT CODE

FF-RSP 18-52288-4223-702-03

AGREEMENT TOTAL

**\$422,708.05**

OPTIONAL USE

RSP 18-3960050K1A-4260LEME-543200/5432000048

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$422,708.05

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$422,708.05

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

Darrell Fuller

DATE SIGNED

03/13/19



STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

17-94833

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	4/30/18	6/30/19	\$422,708.05	Exempt. Please see item 13.
Amendment 1				
Amendment 2				
TOTAL			\$422,708.05	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement  
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)  
☒ Other (Explain) SCM 5.80 A.3. PCC 1102 & 10340 (b) (1) Emergency Services

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)  
N/A - Exempt from bidding - See Item 13.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)  
N/A - Exempt from bidding - See Item 13.

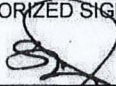
16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?  
Rates align with training rates established by FEMA.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
☐ Not Applicable (Interagency / Public Works / Other \_\_\_\_\_)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
	Subhan Singh	5/29/19

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A ☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

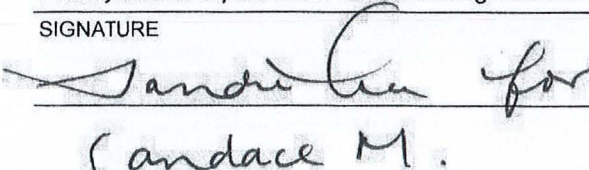
☒ No (Explain below) ☐ Yes \_\_\_\_\_ % of Agreement

DVBE does not apply due to PCC Exemption 1102 & 10340 (b) (1) Emergency Services

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
 Candace M.	Sandie Lee, Contract Analyst	05/24/19



**AGREEMENT SUMMARY**

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

**17-94833**

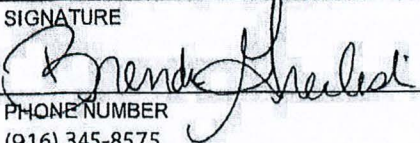
AMENDMENT NUMBER

**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

See attached DHCS 2319A and Supplements.

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE 	NAME/TITLE(Print or Type) Brenda Grealish, Acting Deputy Director	DATE SIGNED 3/12/2019	
PHONE NUMBER (916) 345-8575	STREET ADDRESS 1501 Capitol Avenue, MS 4000, P.O. Box 997413		
EMAIL brenda.grealish@dhcs.ca.gov	CITY Sacramento	STATE CA	ZIP 95899



## Supplement M - Justification for Contracting Out Services

3. Would it be practical for civil service employees to perform the services if additional positions or staff resources were available?  
No ☒ If No, briefly explain why additional staff resources would not meet the program's service needs.  
Yes ☐ If Yes, identify any efforts undertaken to secure additional positions or manpower resources, and the outcome of those efforts.

Department of Health Care Services (DHCS) maintains that it would be impractical for civil state service classifications to perform the services contemplated by the contract due to the expressed need of targeted services in the rural community of the County of Mendocino. The urgent needs of the affected residents can most quickly be addressed by the local County of Mendocino Behavioral Health professionals (Contractor). The Contractor will implement an outreach program to identify community members currently trained to provide various crisis counseling services described under the contract. Staffing may also include working with local counseling programs at the state and community college to identify potential staff. The Contractor will coordinate efforts between multiple community agencies and ensure services are being delivered in the most rural settings. DHCS has concluded that it would be impractical, even with additional positions of civil service employees, to hire, train and perform these services immediately.

4. If the services are so urgent, temporary and/or occasional that using the civil service system is not practical, explain the urgent, temporary and occasional need and explain why using the civil service system to employ civil service staff is not viable or practical.

Under the CCP funding, counseling is to be provided immediately following the Disaster Declaration. Because the services must be provided so urgently, it would be impractical for the Department to hire counselors through the civil service system. There is no established pool of civil service employees who are qualified to perform this work. Further, such employees do not live in Mendocino County. Further there is too little time for the Department to go through the civil service hiring process; to determine the appropriate civil service classification for the counselors; advertise the positions; conduct interviews and make offers.



## Supplement M - Justification for Contracting Out Services

Prepare an Original + 1 Copy  
Attach to DHCS 2319A

5. If applicable, cite other factors that were considered prior to deciding to contract out (i.e., fiscal/funding issues; consequence of not obtaining the services; contracting alternatives, discussions with other DHCS Programs, etc.).

**(Optional to complete)**

N/A

HRB Initials BB Date 3/5/19  
OLS Initials mmk Date 3.1.19



# HHSA CONTRACT REQUEST TICKET

THIS FORM CAN BE USED FOR: CONTRACTS, PRESENTATIONS TO THE BOARD OF SUPERVISORS, LETTERS OF SUPPORT, BOARDS & COMMISSIONS APPOINTMENTS/MEMBERSHIPS, FIXED ASSETS, MOU'S, AMENDMENTS, RESOLUTIONS, PROCLAMATIONS, LAY OFF REQUESTS, ETC. FOLLOW DIRECTIONS ON THE HHSA CONTRACT PROCESS PROCEDURE #10-003.1 AND WHEN IN DOUBT CONTACT THE HHSA CONTRACT UNIT.

The HHSA Contract Unit handles HHSA contract items for processing. Please submit HHSA, Social Services Branch Behavioral Health and Recovery Services (BHRS) and Public Health contract request tickets to Jeff Champion 463-7958, [championj@mendocinocounty.org](mailto:championj@mendocinocounty.org), Connie Guntly 467-5873, [guntlyc@mendocinocounty.org](mailto:guntlyc@mendocinocounty.org), or Heidi Poor 463-7799, [poorh@mendocinocounty.org](mailto:poorh@mendocinocounty.org). Items not processed correctly will be returned to the sender for proper processing.

A. Contract Detail:		Revenue Contract <input type="checkbox"/>	
Submitting Division & Program		HHSA - Behavioral Health & Recovery Services	
Contract Writer Name and Phone #:		Melinda Driggers 472-2315	
Contract Boilerplate? **If No, please provide correct template to contract unit.	<input checked="" type="checkbox"/> Yes** <input type="checkbox"/> No	If the contractor is requesting changes to the County template, List them:	
Contractor/Grantor Name:  Contact and Title:	Department Health Care Services  Dalia Gouveia Contract Liason	Contractor Address	DHCS 1501 Capitol Ave., MS 4506 Sacramento, CA 958899-7413
Contractor Phone #	916-345-7603	Contractor email	
Is this a new contractor? Vendor No. (if available)	No	Start Date of Contract: End Date of Contract:	October 12, 2017 January 31, 2019
New Vendor - W9	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Address of County Contact (for purpose of giving notice)	Mendocino County Health and Human Services Agency Behavioral Health & Recovery Services 1120 South Dora Street Ukiah, CA 95482 Attn: Jenine Miller		
Contract Amount: *(For contracts over \$25,000, please see competitive bidding section below) **(For contracts over \$50,000, please submit Agenda Summary)	Amd Total: <u>\$ 546,503.04</u>	Funding Source(s): Budget Unit: Acct. String: Org/Object Code:	Crisis Counseling Program Grant 4050 863280 MHAS75 .
		General Fund Dollars?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was this budgeted for in this FY?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No(needs explanation)	If "no" provide explanation	The Federal Crisis Counseling Assistance and Training Program (CCP) provides funds for Crisis Counselors to assist states that suffer natural disasters. On October 10, 2017, the State of California received a Presidential Disaster declaration for the wildfires that occurred in Sonoma, Butte, Mendocino, Napa, Nevada, Sonoma, and Yuba-Sutter counties in October 2017. This Amendment will now include the Mendocino Complex Fires.



blew -  
9/24/18

## HHSA CONTRACT REQUEST TICKET

THIS FORM CAN BE USED FOR: CONTRACTS, PRESENTATIONS TO THE BOARD OF SUPERVISORS, LETTERS OF SUPPORT, BOARDS & COMMISSIONS APPOINTMENTS/MEMBERSHIPS, FIXED ASSETS, MOU'S, AMENDMENTS, RESOLUTIONS, PROCLAMATIONS, LAY OFF REQUESTS, ETC. FOLLOW DIRECTIONS ON THE HHSA CONTRACT PROCESS PROCEDURE #10-003.1 AND WHEN IN DOUBT CONTACT THE HHSA CONTRACT UNIT.

The HHSA Contract Unit handles HHSA contract items for processing. Please submit HHSA Social Services Branch, Behavioral Health and Recovery Services (BHRS) and Public Health contract request tickets to: Jeff Champion 463-7958, championj@mendocinocounty.org, Connie Guntly 467-5873, guntlyc@mendocinocounty.org, or Heidi Poor 463-7799, poorth@mendocinocounty.org. Items not processed correctly will be returned to the sender for proper processing.

A. Contract Detail:		Revenue Contract <input type="checkbox"/>	
Submitting Division & Program		HHSA - Behavioral Health & Recovery Services	
Contract Writer Name and Phone #:		Melinda Driggers 472-2315	
Contract Boilerplate? <small>**If No, please provide correct template to contract unit.</small>	<input checked="" type="checkbox"/> Yes** <input type="checkbox"/> No	If the contractor is requesting changes to the County template, List them:	
Contractor/Grantor Name:  Contact and Title:	Department Health Care Services  Dalia Gouveia Contract Liason	Contractor Address	DHCS 1501 Capitol Ave., MS 4506 Sacramento, CA 95889-7413
Contractor Phone #	916-345-7603	Contractor email	
Is this a new contractor? Vendor No. (if available)	No	Start Date of Contract: End Date of Contract:	October 12, 2017 January 31, 2019
New Vendor - W9	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Address of County Contact (for purpose of giving notice)	Mendocino County Health and Human Services Agency Behavioral Health & Recovery Services 1120 South Dora Street Ukiah, CA 95482 Attn: Jenine Miller		
Contract Amount: <small>*(For contracts over \$25,000, please see competitive bidding section below) **(For contracts over \$50,000, please submit Agenda Summary)</small>	Amd Total: <u>\$ 546,503.04</u>	Funding Source(s): Budget Unit: Acct. String: Org/Object Code:	<div style="text-align: right; font-weight: bold;">4050 MHAS 75</div> BU: <del>2910</del> 825801; Org: DR, Object code: 827801 grant revenue will need to increase to accept the grant and Object code; 862189 will need to reflect payments to RCS. <span style="float: right;">3280</span>
Was this budgeted for in this FY?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (needs explanation)	General Fund Dollars?  If "no" provide explanation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  The Federal Crisis Counseling Assistance and Training Program (CCP) provides funds for Crisis Counselors to assist states that suffer natural disasters. On October 10, 2017, the State of California received a Presidential Disaster declaration for the wildfires that occurred in Sonoma, Butte, Mendocino, Napa, Nevada, Sonoma, and Yuba-Sutter counties in October 2017. This Amendment will now include the Mendocino Complex Fires.



Services (Exhibit A & Exhibit B are to be attached to the Request Ticket & emailed) Has contractor reviewed Exhibit A & B? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exhibit A & B Attached. Provided by State.		
Summary/Justification of Contracted Services	This amendment increases federal funding and continues performances of the Scope of Work currently being performed by RCS providing crisis counseling and community education to individuals that were affected by the wildfires throughout Mendocino County; now including the Mendocino Complex Fire.		
Is the contract related to a grant?	<input checked="" type="checkbox"/> Yes (needs explanation) <input type="checkbox"/> No	If yes, what is the grant number?	State Contract #: 17-94644
Is there a County Match for the grant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Amount:	
Any expenses associated with the grant (additional staffing, equipment, space, etc.)			
Business License/ IRS Exemption Letter	<input type="checkbox"/> Business License <input type="checkbox"/> IRS Exemption Letter Expiration Date: N/A		

<b>B. Competitive Bidding (For services over \$25,000)</b> <i>(Contact the General Services Agency/Central Services Division for more information regarding competitive bidding mandates)</i>	
Contracts under RFP's are good for the original contract plus two renewals.	
Is this contract from an RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A	If Yes: RFP Title RFP number: <input type="checkbox"/> Original Contract <input type="checkbox"/> First Renewal <input type="checkbox"/> Second Renewal
If over \$25,000, is there justification for Sole Source? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, submit an Exception to Bid to the Contract Unit	If no, prepare an RFP or RFQ. Contact the Contract Unit for help

<b>C. Contract Amendments:</b>	
Is this an amendment to a previous contract? <input checked="" type="checkbox"/> Yes (explain) <input type="checkbox"/> No	
Previous Contract No.	17-94644
Summarize the expected outcome of the Amendment	Approve and authorize the Board Chair to sign amended agreement with California Department of Healthcare Services in the amount of \$546,504.03 to provide Crisis Counseling and Community Education to those affected by wildfires in Mendocino County; now including Mendocino Complex fire and increasing dollar amount.
Date of original Contract award	October 12, 2017
Approving authority on original contract:	BOS

<b>Compliance:</b>	Name of Compliance Contact: Jenine Miller	Extension #: 2341
Review Schedule: Annual	Date of Last Review: Sept. 2018	RFP/RFQ Renewal Date:
Comments for extraordinary circumstances: <i>i.e. you need extra original copies</i>		

<b>D. SIGNATURES</b>
----------------------



Fiscal Manager

Initials: gno

Date: 10/11/18

If no funds available, explain:

Funds Available

☐ Yes ☐ No

☐ Contingent upon

budget approval by

HHSA and BOS

N/A Revenue!

Deputy Director

Initials: JAB

Date: 9/24/18

Juan A. Lora

Date

9/24/18

Program Manager

9/24/18

Date

[Signature]

Assistant Director

**E. Attach the following documents to this ticket and email them to the Contract Unit:**

- Exhibit A, Scope of Work
- Exhibit B, Budget
- Exception to Bid (if applicable)
- Board Agenda Summary (if applicable)
- Non-County template (if applicable)
- Contractor Insurance
- Mendocino County Business License or Exemption letter

**Other attachments that may be relevant to your document; check if we need to attach to your document:**

- Contractors Civil Rights Handbook ☐
- Contractors Questionnaire ☐
- Form 42 C.F.R. Part 2 ☐
- Addendum A, Medi-Cal Data Privacy and Security Agreement ☐
- W-9 (submit completed W-9 with your document ) ☐
- Business Associate Agreement (BAA) ☐
- Business Associate & Qualified Service Organization Agreement (BA QSO) ☐

**Please indicate any additional attachments to be added to the contract and email the attachments to the contract unit.**

- Any others that may apply (such as a sample invoice, etc.)

Note: Incomplete forms and missing signatures will cause the return of this form to the originator for corrections. To avoid delays in processing, please check your work and signatures before submitting.