COUNTY OF KERN

KERN BEHAVIORAL HEALTH & RECOVERY SERVICES

REQUEST FOR APPLICATONS TO PROVIDE PSYCHIATRIC PHYSICIANS

DUE . . . . . June 30, 2027

TIME . . . . . Before 11:00 a.m.

REQUEST FOR APPLICATIONS (RFA) TO OBTAIN PSYCHIATRIC PHYSICIANS

INTRODUCTION:

Kern County spans 8,161 square miles in the San Joaquin Valley of California. The County is divided into eleven (11) Geographic Service Areas for serving individuals needing mental health care. Based on a January 2, 2022, report issued by the Department of Finance, Kern County's population is 909,813. The California Economic Forecast report indicated that the County would continue to attract new residents over the forecast horizon and the growth of population will modestly accelerate.

The Behavioral Health and Recovery Services (BHRS) administration office is located in Bakersfield, the county seat, in the southern region of the San Joaquin Valley. The Department operates under the directorship of Ms. Alison Burrowes, LCSW, and is governed by the five (5) members of the Kern County Board of Supervisors (BOS). The Department strives to promote its mission statement, "Working together to achieve hope, healing, and a meaningful life in the community".

The Department's goal is to ensure the citizens of Kern County who are afflicted with mental and behavioral health disorders are provided with services and resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers for mental and behavioral health treatment services for adults and minors in most geographic areas throughout Kern County.

The Department consists of various Systems of Care to serve specific client populations. The Medical Services Division of BHRS is responsible for providing the medical staffing for the department including psychiatric physicians, psychiatric nurse practitioners, registered nurses, and medical assistants. The Medical Staff of the department work within all Systems of Care to provide psychiatric services, such as, psychiatric evaluations and medication management for individuals who are suffering from serious and persistent mental illness and substance use disorders. Client populations served include, but are not limited to, children and adolescents, adult outpatient, clients with involvement in the criminal justice system, and individuals experiencing psychiatric crises.

DESIRED APPLICANTS

This Request for Application (RFA) is seeking qualified Psychiatric Medical Professionals to provide psychiatric physician services at BHRS clinics. Psychiatric Medical Professionals for the purpose of this RFA is limited to fully licensed physicians who are board eligible, or board certified in Psychiatry. The purpose of providing these services (psychiatric evaluation and medication management) is to promote healing and recovery in clients with serious and persistent mental illness and substance use disorders to improve their quality of life within the community. The Department expects to spend approximately $8,000,000 per fiscal year for these services.

The department is currently seeking qualified Psychiatric Providers in one or more of the following sub-specialties:

1.) Addiction Psychiatry
   a. Requires participation as supervising attending in the Addiction Fellowship Program.
   b. Requires board certification or board eligibility in Addiction Psychiatry.

2.) Geriatric Psychiatry
   a. Requires board certification or board eligibility in Geriatric Psychiatry.
   b. Extensive training in Geriatric Psychiatry will be considered in lieu of board certification.

3.) Child and Adolescent Psychiatry
   a. May include participation as supervising attending in the Child and Adolescent Fellowship program.
   b. Requires board certification or board eligibility in Child and Adolescent Psychiatry.

4.) Adult Psychiatry
   a. Requires board certification or board eligibility in General Psychiatry.

5.) Correctional Psychiatry
   a. Board certification or board eligibility in Forensic Psychiatry is preferred but not required.

Available positions are subject to change at any time without prior amendment to this RFA. This RFA is an ongoing recruitment opportunity for the 2026-2027 fiscal year.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

BHRS has developed the attached **Exhibit A, Description and Standards of Services** which fully describes the scope of work and services required. It is included in this RFA for informational purposes. However, this Exhibit is in substantially the form the successful Applicants may be expected to sign.

ADDITIONAL REQUIRED DOCUMENTATION

The successful Applicant will be required to comply with the following as required by desired agreement type prior to proceeding with performing the provisions of the contract:

1. Disclosure of Ownership: provide disclosures of ownership and control. A Disclosure of Ownership form will be provided to the successful contractor by BHRS once a contract is awarded.

2. Screening for Ineligible and Suspended Employees and Entities (Exclusions): evidence that the contractor is not identified on the List of Excluded Individuals/Entities (LEIE), the General Services Administration Excluded Parties List System (SAM-EPLS), the DHCS Medi-Cal List of Suspended of Ineligible Providers nor the Social Security Administration's Death Master File (SSA DMF), and that the contractor will not employ individuals or contract with individuals or vendors that are excluded from participation in Federal health care programs. Additionally, BHRS has a process in place to verify

the accuracy of new and current (prior to contracting with and periodically) providers and contractors in the National Plan and Provider Enumeration System (NPPES).

3. Credentialing Requirements: evidence that the assigned staff to perform the services under the provisions of the signed contract as a result of this RFA are:
   - Qualified in accordance with current legal, professional, and technical standards and are appropriately licensed, registered, waivered and/or certified.
   - Must be in good standing with the Medicaid/Medi-Cal programs.
   - Any staff excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in performing the provisions of the signed contract as a result of this RFA.

4. Pre-Award Risk Assessment: this form is an evaluation of the Applicant's history, performance, financial status, and the management systems of the organization. This tool allows BHRS to determine if adequate systems are in place to appropriately account for allowable and unallowable costs, documentation of expenditures, allocation of costs, cash management, and internal controls.

5. W-9: a completed W-9 form identifying the business entity, federal tax classification and tax identification number (either SSN or EIN).

6. Insurance Certificate: evidence of insurance as required by the County of Kern that includes all necessary endorsement forms and language to perform the provisions of the contract.

AWARD PROCESS

All applications will be screened for eligibility based on Department and program requirements as vacant positions arise. Upon successful screening of application, applicants will be required to complete a competitive multi-step interview process. Applicants will undergo interviews with the Evaluation Committee consisting of the Medical Services Administrator, the Medical Director and the Joint Chair of Psychiatry, and/or respective designees. Awards will be based on interviews conducted by the Evaluation Committee.

ELIGIBILITY PROCESS

The Applications will first be screened for eligibility based on the following criteria:

1. Complete submission of all required documents of the application packet.
2. Required licensing and certifications for interested areas of service.

THE EVALUATION COMMITTEE

Applicants who have successfully passed the initial screening will be interviewed by an evaluation committee appointed by the BHRS Medical Director. The evaluation committee members will consist of the BHRS Medical Director, the Medical Services Administrator, and the Joint Chair of Psychiatry, and/or their respective designees, all of whom are familiar with the needs of the Medical Services Division. Each eligible application will then be evaluated on a competitive basis.

THE EVALUATION PROCESS

The Applicants will participate in a competitive interviewing process evaluating fitness for department vacancies, determining interest in currently available positions, evaluating service delivery method(s) (in person or telepsychiatry), provide schedule of availability, review and discuss applicable experience.

THE APPLICATION PACKET

The application packet shall consist of the following items:

1. **Application**

a. Applicant must complete the attached application form in its entirety, including Statements of Acknowledgement.

2. Curriculum Vitae

a. Summary of the applicant's educational and academic backgrounds as well as teaching and research experience, publications, presentations, awards, honors, affiliations, and other details.

3. Professional References

a. Provide three professional references that can verify the applicant's prior experience or related skills. Be sure to include the names, addresses and telephone numbers of each reference.

4. Credentials

a. Copy of the applicant's medical license
b. Copy of applicant's board certifications

5. Insurance

a. The selected applicant will be required to obtain, as a condition of the award of a contract, and the application packet shall include a statement that the applicant will obtain the insurance as required in the attached sample agreement.

All insurance shall be issued consistent with the **Attached Standard Agreement For Professional Services**. Insurance coverage, at a minimum, must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected applicant shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

Failure to provide any of the above items #1-5, in their entirety, may be cause for rejection of your application packet.

APPLICATION ISSUANCE AND DUE DATE

Issuance Date . . . . . Wednesday, July 1, 2026
Proposal Due Date . . . . . Wednesday, June 30, 2027
Proposal Due Time . . . . . .Before 11:00 a.m.

APPLICATION SUBMISSION: PHASE I: INITIAL OPENING AND CLOSING DATE

Emails should be submitted with the subject line:

PROPOSAL: Psychiatric Physicians Services

The Request for Applications (RFA) for Psychiatric Physicians Services will be issued on **July 1, 2026** and will close on **Wednesday, June 30, 2027,** before 11:00am. Request for Applications (RFA) received for this initial opening will establish contracts in which services will begin as early as July 1, 2026, and no later than July 1, 2027.

Please submit one (1) copy of the application packet to:

Behavioral Health and Recovery Services Physician Recruiting Group

PhysicianRecruiting@kernbhrs.org

ALL APPLICATION PACKETS MUST BE SUBMITTED BEFORE 11:00 A.M. ON WEDNESDAY, JUNE 30, 2027.

Application packets submitted after the above deadline will not be accepted.

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EXHIBIT A – SCOPE OF WORK QUESTIONS

PSYCHIATRIC PHYSICIAN SERVICES

I. BACKGROUND

The following is a brief summary including details that generally describe the services the County is currently receiving including data and usages in order to provide additional context.

Behavioral Health and Recovery Services (BHRS) is the County Mental Health Plan for Kern County and as such is responsible for the provision of specialty mental health and substance use services to Kern County residents. BHRS is mandated by the State of California to ensure that adequate staffing levels are maintained based on populations in geographic locations. As part of these services, clients are receiving a variety of services from all levels of staff respectively, including but not limited to case management, therapy, case consultations, psychiatric evaluations, and medication management services.

The Medical Services Division of BHRS is responsible for the recruitment of psychiatric providers that will be providing the psychiatric evaluations, medication management, case consultations, as needed, and other typical duties of a psychiatrist across all Systems of Care in the Department. The populations served in these clinics range from children and adolescents to geriatric clients. In some instances, board certified psychiatrists also serve as supervising attendings in the Kern-UCLA Residency and Fellowship programs to assist in the development and supervision of training physicians.

Currently, the department employs or contracts with, both indirectly and directly, approximately thirty fully licensed physicians and one psychiatric nurse practitioner. Collectively and under the leadership of the Medical Director, all providers share the respective responsibilities of caring for some of Kern County's most vulnerable residents who are suffering from serious and persistent mental illness and substance use disorders.

II. DESIRED OBJECTIVE(S)

The following is a general list of the desired outcome(s) that are essential to be achieved as a result of this request to provide services within Kern County.

The objective of this RFA is to recruit qualified psychiatric physicians to provide the following services to clients receiving specialty mental health and substance use disorder treatment services in the form of the following:

- Psychiatric Evaluations and complete related documentation within three business days
    - Including court ordered evaluations
- Medication Management and complete related documentation within three business days
- Case Consultation, as requested by department staff within reasonable timeframes

Additionally, applicants who accept a supervising attending role would be expected to complete some or all of the following tasks:

- Evaluate progress or residents and/or fellows, monthly, quarterly, etc.
- Prepare didactic curriculum, as assigned
- Review and sign off on resident and/or fellow client services documentation and ensure completion with three business days.

III. ESTIMATED VALUE/COST

The following is a general outline of the estimated budget or value/cost of the work and/or services to be performed

BHRS is anticipated to spend approximately $8,000,000 annually for psychiatric physician services among all providers contracted to provide services to the Department.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirements of the work and programs, systems and infrastructure) of the Psychiatric services that will be required.

Successful applicants will be expected to provide services at or to one or more BHRS clinics, depending on staffing needs, located in the greater Bakersfield area. Service hours are between 8:00am and 5:00pm. Providers' schedules are based on 30-minute chart reviews, 30-minute clinic team meetings, approximately seven 30-minute medication management appointments, two psychiatric evaluations, and 30 minutes of documentation time per full eight-hour day. Part-time applicants can expect to provide the applicable ratio of services to number of scheduled hours. Providers are expected to deliver services as generally accepted by the American Psychiatry Association (APA) and within applicable local, federal, and State laws and regulations and complete related documentation within specified timeframes as required by the State.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultants.

Applicants will be expected to perform the following duties as mutually agreed upon by BHRS and Physician for the provision of clinical services to clients of the Department:

A. Perform peer assessments of medical authorizations and appeals, as required.

B. Enter service-related information into the individuals' served Electronic Health Record (EHR). This information shall be entered in a timely manner in keeping with BHRS Policy Number **5.1.21 Progress Note Documentation Standards**.

C. Conduct psychiatric medication evaluations, and

D. Prescribe and monitor ALL psychotropic medications via E-prescribe. All medications prescribed will be entered into E-Prescribe section within EHR unless outlined as an exemption in Assembly Bill 2789, and

E. Order and document within EHR, necessary laboratory work for patients on medications, and

F. Provide discharge planning as required by the individual needs of the individual served, and

G. Other services which normally fall under the scope of duties of a psychiatrist, according to the standards of the professional specialty of psychiatry and in conformance with the recommendations of the American Psychiatric Association, and

H. Provide clinical guidance for County clinic staff regarding psychiatric aspects of their work, and

I. Provide County with agreed upon work schedule including hours worked daily and attend Clinic Morning meetings daily. This can be amended with prior notice, and

J. Follow Medical Services Scheduled Service Procedure for services rendered.

K. Follow Zero Suicide Procedures for Screening all clients and treating those identified on the PATHH.

Physicians serving as a supervising attending as a part of the UCLA-Kern Residency and/or Fellowship programs can be expected to provide the following services:

A. Assist in preparing didactic curriculum and teaching conferences for resident physicians and medical students.

B. Assist the Residency Program Director through individual monitoring, counseling, and evaluation of the resident physicians as appropriate.

C. Support the Residency Program Director by interviewing residency applicants.

D. Prepare resident physicians for written and oral boards and reviews case logs.

E. Assist with resident research and scholarly activities.

VI. DELIVERABLES

The following are objective tangible results that the Contractor must produce in order to receive payment. This may also include deliverables with milestones dates or time periods that are required to be completed.

Providers shall be expected to complete all clinical documentation within three business days of providing client services.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required.

Provider shall at all times during the term of the agreement (i) be duly licensed as a physician and surgeon by the Medical Board of California, (ii) be board certified or board eligible by the American Board of Psychiatry and Neurology in psychiatry or applicable area of certification based on assignment, and (iii) hold all clinical privileges appropriate to the discharge of obligations under the agreement.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

The following is a general outline of the constraints, obstructions, roadblocks that may affect the Proposer's approach and methodology that will be needed and/or considered in order for the psychiatric service consultant to submit as part of their proposal response.

Applicants applying for telepsychiatry positions may be limited to eligibility based on the appropriate staffing levels required by the Department to allow for such services. Should applicant be deemed ineligible for consideration solely based on lack of County staffing resources, applicant's application will be placed on file for future consideration in accordance with this RFA's procedure for retaining eligible applications.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

Successful applicants shall ensure that all required clinical documentation, including but not limited to medication consents, medication records, prescriptions, psychiatric evaluations and visit notes, and all other clinical documentation is completed and submitted as required, according to both State regulations and Department policy.

Awarded providers will also be required to participate in the Department's effort to ensure safe and effective prescribing practices. All providers are expected to obtain a rating of 80% or higher in a randomized sample of peer reviewed charts. In the event that a review results in a score lower than eighty (80) percent, Providers shall participate in a meeting to review the outcome as the Medical Director, or their designee may call.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security Clearance and Information Technology Requirements necessary as part of this proposal

Selected applicants shall be required to utilize Department issued technology to ensure secure access to protected health information (PHI), personal identifiable information (PII) and personal information (PI). Providers shall ensure that under no circumstances will PHI, PII or PI be stored on any personal devices. Successful applicants may be required to complete a Business Associate Addendum, based on desired contract, that outlines expectations for the management of County PHI, PII, and PI.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide Psychiatric services for the Department of BHRS.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

Overall, BHRS is seeking to recruit fully licensed and well qualified psychiatric providers who will assist in the treatment and healing of Kern County residents suffering from serious and persistent mental illness and substance use disorders. Applicants will be expected to complete tasks such as, but not limited to: conducting psychiatric evaluations, medication managements and case consultations and complete any accompanying documentation as required under Department policy. Applicants applying for a supervising role will be expected to assist in the teaching and development of resident and fellow trainee doctors as required.

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EXHIBIT B - AGREEMENT FOR PROFESSIONAL SERVICES

TYPE 1: PSYCHIATRIC PHYSICIAN SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

THIS AGREEMENT is made and entered into on _____, by and between the County of Kern ("County"), a political subdivision of the State of California, as represented by the Behavioral Health and Recovery Services Department ("County", "BHRS" or "Department"), and <<CONTRACTOR NAME>> ("Contractor"), a «LegalStatus», [whose principle place of business is] [with its principal place of business] located at <<Street Address>>, <<City>>, <<State>>, <<Zip>>. County and Contractor are referred to individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS:

A. Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

B. The Department requires the assistance of Contractor to provide professional medical services to the patients of Kern Behavioral Health and Recovery Services [and teaching services to resident physicians employed by County], as such services are unavailable from County resources, and Contractor agrees to provide such services on the terms and conditions set forth in this Agreement; and

C. County desires to engage Contractor to provide said services and Contractor, by reason of Contractor's qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. TERM

Decision Point #1:

This agreement shall commence on **July 1, 202X,** and shall remain in effect through **June 30, 202X**, unless sooner terminated as hereinafter provided.

Decision Point #2:

This agreement shall commence on the date first written above**,** and shall remain in effect through **June 30, 202X**, unless sooner terminated as hereinafter provided.

2. MODIFICATIONS OF AGREEMENT

Material changes to this agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

3. STANDARDS OF SERVICE

A. Contractor shall provide the services and adhere to the standards of service described in **Exhibit A, "Description and Standards of Services,"** which is attached hereto and made a part hereof. Failure to comply with the standards of service shall be deemed a material breach of this agreement and may result in termination of the agreement.

B. Contractor shall comply with all applicable regulations set forth by the California Department of Health Care Services (DHCS) and any other applicable governing bodies. By this reference, those regulations are made a part of this agreement. Additionally, County requires Contractor to provide proof of adherence to specific administrative and ethical principles in order to be eligible to contract with County. These principles are included in **Exhibit B**, "**Additional Administrative and Ethical Requirements**," which is attached hereto and made a part hereof. Failure to comply with all applicable regulations and principles shall be deemed a material breach of this agreement and may result in termination of the agreement.

C. Contractor shall not be required to provide, reimburse for, or provide coverage of, a counseling or referral service if Contractor objects to the service on moral or religious grounds. (Section 1932(b)(3)(B)(i) of the Social Security Act, 42 Code of Federal Regulations ("CFR") § 438.10(g)(2)(ii)(A) and 438.102(a)(2).) If there are any referrals to services or counseling that Contractor will not provide, Contractor shall inform BHRS prior to the execution of this agreement or at least thirty (30) days prior to the effective date during the performance of this agreement. Contractor shall provide the same information to potential beneficiaries before and during enrollment and to beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

4. COMPENSATION TO CONTRACTOR

A. County shall reimburse Contractor for services provided in accordance with **Exhibit A** up to the maximum amount set forth in **Exhibit C**, which is attached hereto and made a part hereof. Funds provided to Contractor may be from one (1) or more of the funding sources detailed in **Exhibit C**; however, County may vary the allocated amount of each funding source within a budget unit, administratively, after notification to Contractor.

B. CLINIC COVERAGE

1.) Fiscal Year 20xx-xx

County shall compensate Contractor at the rate of _____DOLLARS ($) per hour up to a maximum of ____ hours for fiscal year 20xx-xx, in an amount not to exceed _____DOLLARS ($) as delineated in Exhibit C Funding Schedule. No additional compensation will be paid for secretarial, clerical support staff, or overhead costs.

C. ADDITIONAL EXPENSES

Contractor shall receive an insurance stipend in an amount not to exceed **DOLLARS ($)** annually to cover the cost of insurance.

D. LIMITATIONS ON COMPENSATION

Except as expressly stated herein, Contractor shall receive no benefits from County, including without limitation, health benefits, sick leave, vacation, holidays, deferred compensation, or retirement.

E. FINAL INVOICES/WHITE CLAIMS

Final invoices and/or White Claims submitted at the end of a provider's assignment will not be approved for payment until all service-related information regarding the individual served has been entered into the electronic health record (EHR) for the timeframe covered by the Invoice or White Claim.

F. PROFESSIONAL FEE BILLING

BHRS shall have the exclusive right to set, bill, collect and retain all fees, including professional fees, for all direct patient care services provided by Contractor during the term of this Agreement. All professional fees generated by Contractor during the term of this Agreement, including both cash collections and accounts receivable, shall be the sole and exclusive property of BHRS, whether received by BHRS or by Contractor and whether received during the term of this Agreement or anytime thereafter. Contractor hereby assigns all rights to said fees and accounts to BHRS and shall execute all documents required from time to time by BHRS and otherwise fully cooperate with BHRS to enable BHRS to collect fees and accounts from patients and third-party payers.

G. In no event shall the maximum amount payable by County to Contractor, pursuant to this agreement, exceed the aggregate sum set forth in **Exhibit C**, unless the agreement is modified by formal amendment, duly executed by the parties.

H. The maximum contract funding shown in **Exhibit C** absolutely limits County's liability to Contractor for services provided under this agreement, in total for the agreement as a whole, and individually for each funding source.

I. No funds paid to Contractor through this agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 United States Code (USC) Section 201, et seq., or applicable state law.

J. Payments to Contractor shall be made only upon BHRS's receipt of a County of Kern Claim for Payment form, **Exhibit I, "Claim for Payment"** which is attached hereto and made a part hereof. Such claim shall be submitted to BHRS within twenty-five (25) calendar days following the end of the month in which services are provided. Contractor's Claim for Payment submitted beyond the twenty-five (25) day period may be accepted at BHRS's sole discretion. However, such claims must be filed no later than **four (4) months** following the month that services are rendered.

K. This agreement is subject to County's annual appropriation process. In the event that funds representing Contractor's compensation and reimbursement for expenses of the services provided pursuant to this agreement are not appropriated within the approved County budget in any fiscal year, this agreement shall be deemed terminated and shall be of no further force or effect as of the date County's budget is approved. County will provide Contractor with thirty (30) days' prior notice of any such action.

L. No payment shall be made to Contractor if Contractor has any federal, state, or county liens outstanding. Should County discover a record of an outstanding lien, County shall immediately notify Contractor about the lien record, immediately investigate the circumstances, and determine a course of action within thirty (30) days of discovery. The Department may consider a repayment arrangement between Contractor and the lien-maker as reasonably satisfying this agreement stipulation. Contractor shall provide to County, within fifteen (15) days of request, a copy of the repayment arrangement document(s), the name of the contact person with the lien-maker agency that can verify the repayment arrangement, and a written statement explaining what resources Contractor is using to accomplish the repayment.

M. INDEPENDENT CONTRACTOR.

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

5. PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. County's mental health services program administrator, as defined in Welfare and Institutions Code Section 5607, shall be the Director of BHRS. Contractor's services pursuant to this agreement shall be provided and performed under the Director's general guidance or his/her designated representative. It shall be Contractor's responsibility to determine the specific means and methodology for accomplishing the services required under this agreement.

B. Contractor agrees to maintain and make available to County all of its premises, physical facilities, documents, contracts, computers, other electronic systems, accurate books, and records relative to all activities of the organization, including client information, information related to Medi-Cal enrollees, Medi-Cal related activities and information included in personnel records, limited to that needed for the verification of credentialing, experience, background and payroll testing. Review of the organization's personnel files shall be subject to applicable confidentiality laws. Contractor shall maintain such data and records in an accessible location and condition for a minimum of ten (10) years after the close of the fiscal year in which services are rendered or until all audit issues are resolved, whichever is later, in accordance with 42 CFR 438.3(h), 42 CFR 438.3(u), and Welfare and Institutions Code, Section 14124.1. The State of California and/or any federal agency having an interest in the subject of this agreement shall have the same rights conferred upon County herein.

C. BHRS, DHCS, Centers for Medicare/Medicaid Services ("CMS"), or the Health and Human Services ("HHS") Inspector General may inspect, evaluate, and audit Contractor at any time if there is a reasonable possibility of fraud or similar risk. The inspection shall occur at Contractor's place of business, premises, or physical facilities. Contractor shall make all of its books and records available, in a form maintained in accordance with general standards, applicable to such books or recordkeeping, for a term of at least ten (10) years from the close of the fiscal year in which the subcontract was in effect. Contractor will need to contact County to ensure the time period for retaining these records has been exceeded before record destruction occurs. Contractor shall inform BHRS of all scheduled and unscheduled audits that occur at Contractor's place of business related to the services in this agreement and provide copies of all results and reports to BHRS. Additionally, Contractor shall provide all results and/or audit reports to BHRS.

D. Contractor shall permit County to audit, examine, and make excerpts and transcripts from such records; and to conduct audits, reviews, and monitoring of Medi-Cal and financial records; and all other data related to matters covered by this agreement. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to County, a copy of Contractor's accounting records prior to an on-site audit by County. Failure by Contractor to allow review shall be a material breach of this agreement by Contractor. County, at its sole option, may terminate this agreement and obtain damages from Contractor resulting from said breach, or County may exercise the option to withhold payments from Contractor until such time as all required documents are made available. Further, as one component of Medi-Cal records review and financial monitoring, Contractor may be required, at the sole

option of County, to complete a Corrective Action Plan. County may exercise the option to withhold payments from the Contractor until such time as County accepts the Corrective Action Plan.

6. FINANCIAL SOLVENCY

Contractor shall maintain adequate provisions against the risk of insolvency.

7. TAX INFORMATION REPORTING

A. Contractor shall submit its signed IRS form W-9, "Request for Taxpayer Identification Number and Certification," or Social Security Number, whichever is applicable, to facilitate appropriate fiscal management and reporting, and to ensure compensation is paid to the proper party. A new W-9 will need to be completed every five (5) years.

B. Upon County's request, Contractor shall provide County with certain documents relating to Contractor's employee income tax withholding. These documents shall include, but not be limited to:

1. A copy of Contractor's federal and state quarterly income tax withholding returns, i.e., federal form 941 and state Form DE-9 or their equivalents.

2. A copy of a receipt for or other proof of payment of, each employee's federal and state income tax withholding, whether such payments are made on a monthly or quarterly basis.

8. COMPLIANCE WITH LAW

A. Contractor shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference, including, but not limited to, CCR Title 9, Chapter 11, Section 1810.436(a)(1-5) and 42 CFR § 438.230(c)(2), and 42 CFR § 438.3(d)(3)(4) which provide that:

i. Medi-Cal beneficiaries shall receive the same level of care as provided to all other clients; and

ii. Contractor shall not, on the basis of health status or need for health care services, discriminate against individuals, including but not limited to, Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services (SMHS) or substance use disorder services (SUD) and

iii. Contractor shall not discriminate against individuals, including but not limited to Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for SMHS or SUD services on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability; and

iv. Medi-Cal beneficiaries shall not be discriminated against in any manner; and

v. Contractor shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by county, state, or federal authorities; and

vi. Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.

9. ANTI-REFERRAL LAWS.

Contractor acknowledges that it is subject to certain federal and state laws governing the referral of patients, which are in effect during the term of this Agreement. These laws include (i) prohibitions on payments for referral or to induce the referral of patients, and (ii) the referral of patients by a physician for certain designated health care services to an entity with which the physician (or his or her immediate family) has a financial relationship (Cal. Business and Professions Code sections 650 et seq.; Cal. Labor Code sections 139.3 and 139.31; section 1128B (b) of the Social Security Act; and section 1877 of the Social Security Act). The parties expressly agree that nothing contained in this Agreement shall require either the referral of any patients to, or order of any goods or services from Contractor or BHRS. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party shall knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. section 1320a-7b).

10. FINANCIAL AND STATISTICAL RECORDS

A. Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this agreement for a minimum period of ten (10) years after the close of the fiscal year in which services are rendered, or ten (10) years after final payment is made (Medi-Cal or MHSA), or until all audit issues are resolved, whichever is latest.

B. Contractor shall maintain all financial, statistical, or accounting records associated with the provision of each type of service described in **Exhibit A** of this agreement, necessary to support the costs claimed pursuant to this agreement or any other federal or state reimbursement claim report forms. Moreover, Contractor shall maintain all statistical data necessary to support the allocation of such cost among programs or types of programs and/or among payers; shall maintain auditable records, in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations; and shall maintain such other statistical data as shall be necessary to satisfy the requirements of state and federal law.

C. Contractor shall make any and all records, whether fiscal or other, generated pursuant to this agreement available for County's inspection. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to County, a copy of Contractor's accounting records prior to an on-site audit by County. The State of California and/or federal agency having an interest in the subject of this agreement shall have the same rights conferred upon County herein.

11. MEDICAL RECORDS MANAGEMENT

A. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including, but not limited to, the California Confidentiality of Medical Records Information Act, codified at section 56.1 of the California Civil Code, California Evidence Code sections 1156 and 1157, and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations**.**

B. OWNERSHIP OF RECORDS. All medical records and charts created by BHRS pursuant to this Agreement shall be and remains the property of BHRS; provided, however, Contractor shall be entitled to inspect or obtain copies of all such records upon request.

12. ADDITIONAL PROVISIONS

A. Books and Records - Contractor shall maintain such books and records as are necessary to disclose how Contractor discharged its obligations under this agreement. These books and records shall identify

the quantity of covered services provided under this agreement, the quality of those services, the manner and amount of payment made for those services, the beneficiaries who received covered services, the manner in which Contractor administered the provision of specialty mental health services or substance use disorder services, and the cost thereof.

Such books and records shall include, but are not limited to, all physical records originated or prepared pursuant to performance under this agreement including working papers, reports submitted to the Department, financial records, all medical and treatment records, medical charts and prescription files, and other documentation pertaining to services rendered to beneficiaries.

These books and records shall be maintained for a minimum of ten (10) years after the final payment is made and all pending matters closed, or, in the event Contractor has been notified that the Department, DHCS, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the agreement, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

B. Transfer of Care - Prior to the termination or expiration of this agreement, and upon request by the Department, Contractor shall assist the state in the orderly transfer of mental health or substance use disorder care for beneficiaries in Kern County. In doing this, Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries, as determined by the Department. Costs of reproduction shall be borne by the Department. In no circumstances shall a beneficiary be billed for this service.

C. Department Memos, DHCS Letters and Information Notices, and Requirements From State Contract Agreements - Contractor shall comply with all policy memos issued by the Department. Contractor shall also comply with DHCS Letters and Information Notices issued to all Mental Health Plans as defined in California Code title 9, § 1810.226, County Alcohol and Drug Administrators, Substance Use Disorder ("SUD") state plans and DMC-ODS plan, as such DHCS Letters and Information Notices remain in effect unless amended, repealed, or readopted by the Department. DHCS Letters and Information Notices shall provide specific details of procedures established for performance of contract terms when procedures not covered in this agreement are determined to be necessary for performance under this agreement but are not intended to change the basis and general terms of the agreement.

1. Contractor shall permit county to audit and monitor compliance with such regulations. Contractor may be required, at the sole option of the county, to complete a Corrective Action Plan. County may exercise the option to withhold payments from the Contractor until such time as County accepts the Corrective Action Plan".

13. GRIEVANCES AND APPEALS

A. Contractor shall notify beneficiaries or beneficiaries' representatives of BHRS's grievance and appeal system which includes the grievance process and the appeal or expedited appeal processes.

B. Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.

14. NOTICES

A. All notices required or provided for in this agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail,

addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) business days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

1. To County:
Kern Behavioral Health and Recovery Services
Attn: Director
PO Box 1000
Bakersfield, CA 93302-1000

cc: Contracts Management

2. To Contractor:
Signature Person
CONTRACTOR
Street Address
City, State ZIP

B. County requires Contractor to notify County thirty (30) days prior to any change in name, legal business status, corporate address, service site address, or Contractor's signatory power that occurs during the term of this agreement. At its option, County may choose to acknowledge a notice of these specific changes without a written amendment to the agreement.

C. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this agreement by personal service.

15. MANDATORY MEETINGS

Contractor is required to participate in a monthly provider meeting and other meetings that the BHRS Administrator may call. Meetings may be held at Contractor's site, at a County location, or through video conferencing as the BHRS Administrator determines. Meeting attendees must be familiar with and well-versed in the requirements of this agreement. Failure to comply with this requirement may lead to termination of the agreement.

16. ZERO SUICIDE

Contractor is required to participate in **BHRS's system-wide suicide prevention initiative**. This participation includes but is not limited to mandatory screening of clients at all contacts, assessing, and treating individuals identified as at risk according to the Zero Suicide Protocol as outlined in Policy 5.1.32, *Zero Suicide Protocol for Suicide Safe Care.*

17. CULTURAL COMPETENCE

Contractor shall comply with Cultural Competence requirements set forth by County, in accordance with Welfare and Institutions Code Section 5600.2 and CCR Title 9 Section 1810.410 . Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally and linguistically competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. Failure to comply with the following requirements may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to ensure contract and performance compliance (i.e., DHCS 10-02 and 10-17 and the Federal CLAS standards).

C. Contractor understands that its staff must receive at least six (6) hours of cultural competence training each year. Training that is not provided through the Department must have the pre-approval of the Department's Ethnic Services Manager. Department's Ethnic Services Manager via the Cultural Competence email address CulturalCompetence@KernBHRS.org. If Contractor has Board of Behavioral Sciences or similar authorization to provide continuing education units for training it provides, it may submit proof of such authorization to the Department's Ethnic Services Manager in lieu of obtaining training pre-approval.

BHRS will monitor Contractor's attendance of required Cultural Competence trainings through the Relias training system.

18. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

A. The parties mutually agree to abide by all federal, state, and local laws including, but not limited to, all laws respecting employment discrimination. Each party further agrees to fully and faithfully perform all covenants and portions of this agreement, and to take no action that may be inimical to the other party's faithful performance hereof.

B. Contractor shall provide services that incorporate the racial and ethnic values and beliefs of the client and shall deliver such services in a manner which meets the needs of the client and their families' lifestyles whenever possible.

C. Contractor shall have in place written policies regarding nondiscrimination on the basis of race, color, creed, etc., and shall include nondiscrimination and compliance provisions in all subcontracts. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment.

19. EMERGENCY AND DISASTER PREPARATION AND RESPONSE

A. Contractor shall develop and maintain an emergency response plan specific to each service delivery site. Plans shall be updated annually and submitted to the BHRS Director or his or her designee within sixty (60) days of the execution of this agreement. Contractor shall provide, at each service delivery site, annual training to its employees regarding the provisions of Contractor's plan. Failure to develop an emergency response plan, and train staff on the provisions of the plan, may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to prompt and ensure contract and performance compliance.

B. Upon request, Contractor shall expeditiously provide any additional information necessary to aid the County in planning to serve clients prior to an imminent man-made or natural disaster.

C. In the event of a declared local, state, or federal disaster, and while providing requested disaster behavioral health services, Contractor shall complete all necessary documentation required to support County's reimbursement claims.

20. NETWORK ADEQUACY CERTIFICATION

A. Contractor shall ensure that all services covered under this agreement are available and accessible to beneficiaries in a manner that complies comply with BHRS policy and procedure 5.1.12, Timeliness of Access to Services, 42 CFR 438.68, and Welfare and Institutions Code (WIC) Section 14197 Services will be available to Medi-Cal beneficiaries that are no less than the hours of operation during which the contractor offers services to non-Medi-Cal beneficiaries. If Contractor serves only Medi-Cal beneficiaries,

Contractor shall ensure hours of operation are consistent with the needs of the beneficiaries in the geographic area. Contractor shall provide evidence that they are able to stay in compliance with these standards within the prescribed time frame.

B. Contractor shall submit to the BHRS Quality Improvement Division ("QID") Administrator or designee all requested information necessary to certify the adequacy of the network. County on behalf of Contractor shall enter the needed information into the Network Adequacy Certification Tool (NACT) within the specified time frames. Information may include, but is not limited to, the names of individual rendering providers, caseload size, bilingual certification, and specialized training of rendering providers. The information should be accurate and complete and will be published in the Provider Directory. This information shall be provided to the Quality Improvement Division (QID) Administrator or their designee when any changes occur and shall be reviewed and certified on a monthly basis. The monthly review will ensure the accuracy of previously submitted information even if no changes have occurred during the month. In addition, the information will be submitted to the Department of Healthcare Services as evidence of network capacity and availability.

21. NATIONAL PROVIDER IDENTIFICATION

Contractor shall comply with the National Provider Identification (NPI) system and will provide the Department with the NPI numbers for all staff providing direct health care or clinical services.

Contractor shall comply with all guidelines and requirements set forth in **Exhibit G**, "**Program Integrity Requirements,"** attached hereto.

22. ACCREDITATION

Contractor shall inform BHRS if it has been accredited by a private independent accrediting entity. Contractor shall authorize the accrediting agency to provide BHRS with a copy of its most recent accreditation review, including: the accreditation status, survey type, and level, review results including recommended actions or improvements, corrective action plans, summaries of findings, and the accreditation expiration date. Contractor shall submit the information to the System of Care Administrator and the QID Administrator at the time of accreditation, and every new accreditation period thereafter.

23. CREDENTIALING

County and/or its delegated third-party vendor, shall establish and conduct a provider Credentialing Program for credentialing and re-credentialing of contractor and sub-contractors. Contractor has to satisfy the Credentialing and Re-Credentialing requirements listed in **Exhibit H, "Credentialing and Re-Credentialing Requirements,"** of this agreement as follows:

BHRS will complete the Credentialing and Re-Credentialing for Contractor. In order for County to complete this task, Contractor shall provide the necessary information for all employees that are licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors at the time of hire and during the increments outlined in **Exhibit H**.

Any employees who are licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors who are not credentialed will not be allowed to provide Medi-Cal reimbursable services nor participate in the plan's provider network.

24. EXCLUSION REPORTING

Contractor shall not knowingly have a relationship with any individual or entity who is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any federal agency or by any department, agency, or political subdivision of the state.

Contractor shall comply with all guidelines and requirements set forth in **Exhibit G**, **"Program Integrity Requirements,"** pertaining to exclusion reporting.

25. SERVICE VERIFICATION

Contractor shall comply with the requirements pertaining to services verification contained in **Exhibit G, "Program Integrity Requirements,**" attached herein.

26. REPORTING UNUSUAL OCCURRENCES

A. Contractor shall comply with BHRS policy 11.1.1, Unusual Occurrence Reporting (UOR). Contractor shall utilize the Unusual Occurrence Reporting application referenced in BHRS policy 11.1.1. No other variations of reporting will be accepted. Inpatient psychiatric facilities should continue to report unusual occurrences as outlined by the BHRS Crisis Administrator or their designee.

An unusual occurrence is any event or situation that has occurred at a service site or in the field that may have caused, or has the potential to cause, physical or psychological harm to clients who are receiving services from BHRS or contracted providers. This definition also applies to visitors (i.e., individuals who are not directly receiving behavioral health services). An unusual occurrence that takes place in any type of work capacity must be reported.

In addition, an Unusual Occurrence report is required when:

1. A client may have injured a staff member, another client, or visitor;

2. A client makes a serious threat to harm another person;

3. There is a suspected violation of professional licensure and/or ethics.

4. There is an unauthorized/inappropriate release of PHI, PI, and/or PII; and/or

5. There is the possibility of threat or legal action and/or negative media attention for the department.

B. Principles: Unusual occurrences shall include but not be limited to:

1. Death other than by suicide;

2. Death by suspected or known suicide;

3. Suicide attempt requiring Emergency Medical Treatment (EMT);

4. Suicide threat with intent or plan;

5. Tarasoff Report, i.e., client makes a threat to harm another person;

6. Aggressive/Threatening or destructive behaviors;

7. Intentional injury (not suicide attempt) requiring EMT;

8. Seclusion, restraint, or emergency manual/chemical containment;

9. Client or visitor in possession of a weapon at the treatment site;

10. Client unintentionally injured another client or visitor at a BHRS site or work-related site;

11. Client injured in a vehicular accident during treatment activities;

12. Slip, trips, falls, non-serious accidents not requiring immediate medical attention;

13. Natural disaster, environmental hazard or biohazard exposure while at treatment site;

14. Medication prescription and/or administration errors;

15. Medical health incident requiring immediate/urgent medical attention;

16. Client exposed to communicable disease while at treatment site;

17. Client exposed to infections (BBP, OPIM) while at treatment site;

18. Allegations of neglect, verbal, physical, sexual assault of client/visitor as reported;

19. Client/visitor is a victim of physical, sexual or verbal assault as observed / witnessed by staff;

20. Client/visitor is a perpetrator of physical, sexual, or verbal assault as observed / witnessed by staff;

21.Unauthorized/inappropriate access, use, disclosure or storage of PHI, PI, and/or PII;

22. PHI, PI, and/or PII compromised due to inadequate security measures or theft;

23. Allegations of unethical relationships, behaviors, or other unprofessional conduct or licensure violation by staff;

24. Observation and/or information regarding questionable or inappropriate staff behavior related to client or visitor's care;

25. Possibility or threat of legal action and/or negative media attention;

26. Client at PEC longer than 23:59 hours;

27. AWOL from facility, elopement, or wandering;

28. Unauthorized use and/or possession of legal or illegal substances; and

29. Allegations of client/visitor's property loss as reported.

C. County retains the right to independently investigate unusual occurrences with the cooperation of Contractor.

27. CONFLICT OF INTEREST

A. Contractor shall comply with the conflict of interest safeguards described in 42 CFR Part 438.58 and the prohibitions described in Section 1902(a)(4)(C) of the Act. (42 CFR § 438.3(f)(2).)

B. Contractor's officers and employees shall not have a financial interest in this agreement, or a subcontract of this agreement made by them in their official capacity, or by anybody or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 CFR § 438.3(f)(2).)

C. Contractor shall not utilize in the performance of this agreement any state or county officer or employee in the state or county civil service or other appointed state or county official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state or county employment. (Pub. Con. Code § 10410; 42 CFR § 438.3(f)(2).) Contractor shall submit documentation to BHRS of employees (current and former state and county employees) who may present a conflict of interest.

D. The parties to this agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq., of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that it is unaware of any financial or economic interest of any public officer or employee of County relating to this agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this agreement, County may immediately terminate this agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq., during the term of this agreement.

28. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Contractor shall comply with the requirements pertaining to the Disclosure of Ownership and Control Interest Statement contained in **Exhibit G, "Program Integrity Requirements,"** and submit to County the "**Disclosure of Ownership and Control Interest Statement,"** included herein as **Exhibit E.**

29. TECHNOLOGY REQUIREMENTS

A. Contractor shall make reports as required by Director, Director's designee, or state regarding Contractor's activities and operations as they relate to Contractor's performance under this agreement.

i. Contractor shall participate in Information Technology System (ITS), including, but not limited to, the Department's EHR. Contractor shall report to County, all programs, clients, staff and other data and information about Contractor's services as required by Director, or Director's designee. Psychiatric Evaluations and Psychiatric Visits are to be entered into the EHR for mental health treatment services. Medications are to be prescribed via E-Prescribe function within the EHR, for both controlled and non-controlled substances. Client data should only be entered into the EHR if the client has requested services.

ii. Contractor's staff shall be trained by the Department in the operation, procedures, policies, and all related uses of the Department's EHR. Staff who have not been trained will not be provided a user identification number and will not have access to the Department's EHR computer system.

iii. Prior to the training, Contractor's staff are to show proof of current HIPAA training completion. Staff who do not provide proof of current HIPAA training will be trained on use of the EHR but will not be provided with their user identification number until HIPAA training is completed and verification submitted. The Director, or Director's designee, shall endeavor to provide as much advance notice

as possible of required data or other information to be reported, but in no event shall such notice be less than fifteen (15) working days.

iv. Contractor's staff who are required to be credentialed will not receive their user identification login for the EHR until all credentialing elements have been completed for each staff person. BHRS Credentialing team will submit this form for all of Contractor's staff for whom BHRS completes the credentialing process.

v. To access the Department's EHR, policies and procedures, and other shared technology services, Contractor shall secure and maintain a Business Class broadband connection. County will provide access to appropriate information via a Virtual Private Network (VPN); software-based VPN connection of sites containing ten (10) or fewer workstation devices; and hardware-based Site-To-Site VPN connection of sites containing more than ten (10) workstation devices. County will coordinate configuration of VPN connections with Contractor.

vi. Withholding of Payments for Non-submission of ITS and Other Information:

County may withhold a maximum of ten percent (10%) of any monthly claim for payment, if any data, periodic evaluation data, as described herein, or other information is not submitted by Contractor to BHRS within the time limits of submission as prescribed in this agreement or as specified by the Director, or Director's designee, from time to time; or if any ITS data, periodic evaluation data, or other information is incomplete, incorrect, or is not completed in accordance with the requirements of this agreement or as specified by the Director, or Director's designee. The Director or Director's designee shall endeavor to provide as much advance notice of required data as possible, but in no event shall such notice be less than fifteen (15) working days.

30. HIPAA/HITECH COMPLIANCE

A. Contractor is a Business Associate under the federal 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"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

B. Contractor agrees to execute a **"Business Associate Addendum"** with County to supplement this agreement, which is attached as **Exhibit D**, and incorporated herein by reference.

C. Contractor represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Contractor specifically agrees, on behalf of itself, its subcontractors, and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations. Policies must address the confidentiality, integrity, and availability of all PHI and electronic Protected Health Information (ePHI) that is created, received, maintained or transmitted; identify and protect against reasonably anticipated threats to the security or integrity of PHI and ePHI; protect against reasonably anticipated, impermissible uses and disclosures; and ensure compliance by workforce members.

D. Where applicable, Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.

E. Contractor agrees to submit to County a current copy of their HIPAA Security Rule Annual Risk Assessment upon request.

F. Contractor shall use and disclose only the minimum necessary PHI.

G. Contractor may use and disclose PHI only as permitted under HIPAA for legal, management, and administrative purposes in connection with treatment, payment, and healthcare operations or as required by law.

H. Contractor shall require third parties to whom it may disclose PHI to agree in writing to similar restrictions and to comply with HIPAA.

I. Contractor shall track disclosures of PHI as required under HIPAA, to include the nature of the information disclosed, the date of the disclosure, to whom the information was disclosed, address of the recipient, if known, and the purpose of the disclosure and provide County with an accounting of such disclosures promptly upon request.

J. Contractor shall notify County of disclosures of PHI in violation of HIPAA and this agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of PHI within twenty four (24) hours.

K. Contractor shall promptly make PHI available to County and clients upon request.

L. Contractor shall permit clients to request amendment to or correction of PHI, amend and/or correct PHI as appropriate when so requested, notify County of requests for correction and amendments to PHI by clients, and incorporate into PHI amendments and/or corrections made to PHI by County as directed by County.

M. Contractor acknowledges that PHI received from County shall remain County's property and that within ten (10) business days of County's request or upon termination of this agreement, said PHI shall be returned to County or be destroyed, if County so directs.

N. If such return or destruction is infeasible, Contractor shall use such PHI only for purposes that make such return or destruction infeasible, and the provisions of this agreement shall survive termination of the agreement with respect to such PHI. Contractor acknowledges that BHRS has established internal policies and procedures regarding HIPAA compliance, privacy, and security and agrees to comply with such policies and procedures.

O. Contractor will share/exchange PHI with the Department for treatment and referral purposes, even if the "patient" has not signed an authorization to release or exchange information. Federal and state privacy laws allow doctors, nurses, hospitals, laboratory technicians, and other health care providers to disclose PHI for treatment/referral purposes without the patient's authorization. This includes sharing the information to consult with other providers and in situations in which the patient is receiving involuntary services.

P. Contractor agrees to comply with the terms set forth in **Exhibit F "Privacy and Information Security Provisions,"** This Exhibit contains language from the Department of Health Care Services Performance contract, which discusses controls for public, confidential, sensitive, and personal information.

Q. Contractor shall agree to comply with the terms set forth in **Exhibit G, "Program Integrity Requirements,"** This Exhibit contains language from the Department of Health Care Services Performance contract, which addresses the Compliance conditions for receiving payment under a Medi-Cal managed care program.

31. CONFIDENTIALITY

A. Contractor, in accordance with Title 45, CFR Regulations, Part 96, Section 96.132(e), shall participate in the department's system to protect from inappropriate disclosure of patient records in connection with an activity funded under the program involved or by any entity, and such system shall be in compliance with all applicable state and federal laws and regulations, including 42 CFR Part 2, Substance Use Disorder and Treatment records. This system shall include provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosures.

B. Contractor shall not, without the written consent of the Department, communicate confidential information, designated in writing or identified in this agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this agreement.

C. Contractor, in accordance with California Welfare and Institutions Code section 5328, shall have in effect a system to protect from inappropriate access to, or disclosure of PHI. If a provision of state law relating to the privacy of individually identifiable health information is more stringent than a HIPAA standard, the state law preempts HIPAA federal regulations (45 CFR § 160.203(b)).

D. USE AND DISCLOSURE RESTRICTIONS. Neither party shall, without the written consent of the other, communicate confidential information of the other, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that the receiving party would protect its own confidential information. The foregoing obligations will not restrict either party from disclosing confidential information of the other party:

(i) pursuant to applicable law;

(ii) pursuant to the order or requirement of a court, administrative agency, or other governmental body, on condition that the party required to make such a disclosure gives reasonable written notice to the other party to contest such order or requirement; and

(iii) on a confidential basis to its legal or financial advisors.

32. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by county, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, that arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim, or suit arising from or connected with any services performed pursuant to this agreement on behalf of Contractor by any person or entity.

33. IMMIGRATION REFORM AND CONTROL ACT

Contractor, and all subcontractors hired by Contractor to perform services under this agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend, and hold harmless County, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

34. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this agreement until Contractor has obtained all insurance required under this section, and the required certificates of insurance and all required endorsements have been filed with the Department's Contracts Division. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein.

The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Contractor shall promptly deliver to the Department's Contracts Division certificates of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Department's Contracts Division prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Liability Insurance Requirements:

Contractor shall maintain in full force and effect, at all times during the term of this agreement, the following insurance:

a. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this agreement with the county), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this agreement. The amount of said insurance coverage required by this agreement shall be the policy limits, which shall be at least **ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000)** aggregate.

b. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of services pursuant to this agreement with coverage equal to the policy limits, which shall be at least **ONE MILLION DOLLARS ($1,000,000)** each occurrence.

c. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this agreement, with coverage equal to the policy limits, which shall not be less than **ONE MILLION DOLLARS ($1,000,000) per occurrence and THREE MILLION DOLLARS ($3,000,000)** aggregate.

The Commercial General Liability insurance required in this sub-paragraph B shall include an endorsement naming County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on Insurance Services Office (ISO) form Commercial General (CG) 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

B. Any self-insured retentions in excess of **ONE HUNDRED THOUSAND DOLLARS ($100,000)** must be declared on the Certificate of Insurance or other documentation provided to county and must be approved by the County Risk Manager.

C. If any of the insurance coverages required under this agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this agreement with coverage extending back to the effective date of this agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

D. Cancellation of Insurance – The above-stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

E. All insurance shall be issued by a company or companies admitted to do business in the State of California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County's Risk Manager.

F. If Contractor is, or becomes during the term of this agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

G. All insurance afforded by Contractor pursuant to this agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the county.

H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this agreement or otherwise in law.

I. Failure by Contractor to maintain all such insurance in effect at all times required by this agreement shall be a material breach of this agreement by Contractor. County, at its sole option, may terminate this agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this agreement is insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this agreement.

35. REPRESENTATIONS

Contractor makes the following representations, which are agreed to be material to and form a part of the inducement of this agreement:

A. Contractor has the expertise, training, and experience necessary to provide the services described in this agreement; and

B. Contractor does not have any actual or potential interest adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this agreement; and

C. Contractor is willing and able to diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this agreement; and

D. Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with California Code of Regulations, Title 9, Section 1830.225 and 42 CFR Part 438.3(l).

36. NON-ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall not assign, sublet, or transfer this agreement, or any part hereof, nor assign any monies due or that become due to Contractor under this agreement, without the prior written or electronic and express approval of County.

37. NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

38. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this agreement, except as otherwise provided in this agreement, has no authority to bind County to any agreements or undertakings.

39. DISPUTE AND ISSUE RESOLUTION

Controversies between the parties with respect to this Agreement, or the rights of either party, or with respect to any transaction contemplated by this Agreement, shall be resolved, to the extent possible, by informal meetings and discussions among appropriate representatives of the parties.

40. CHOICE OF LAW AND VENUE

The parties hereto agree that the provisions of this agreement will be construed pursuant to the laws of the state of California. This agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this agreement shall be in the County of Kern.

41. NON-WAIVER

No covenant or condition of this agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this agreement or by law or in equity despite said forbearance or indulgence.

42. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.

43. CAPTIONS AND INTERPRETATION

A. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement.

B. No provision of this agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this agreement shall be construed as if jointly prepared by the parties.

44. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this agreement.

45. COUNTERPARTS

This agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

46. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this agreement with County. Contractor has not received from County any incentive or special payments, or considerations not related to the provision of services under this agreement.

47. ENTIRE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

48. NEGATION OF PARTNERSHIP

In the performance of all services under this agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this agreement. Contractor retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the provision of services under this agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.

49. SEVERABILITY

Should any part, term, portion, or provision of this agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

50. TERMINATION

Either party may terminate this agreement in whole, with or without cause, upon thirty (30) days' prior written notice to the other party. In the event of termination of this agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination. Should DHCS or any other oversight agency or BHRS determine that the delivery of service is unsatisfactory, BHRS may terminate the agreement in part or in whole.

51. IMMEDIATE TERMINATION

Notwithstanding the foregoing, County shall have the right to terminate this agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience, or skill to perform the required services under this agreement; or in the event that continuation by Contractor in the providing of services may result **(i)** in civil, criminal, or monetary penalties against County, **(ii)** in the breach of any federal or state or regulatory

rule or regulation or condition of accreditation or certification, or **(iii)** in the loss or threatened loss of County's ability to participate in any federal or state health care program, including Medicare or Medi-Cal.

52. EFFECT OF TERMINATION

A. PAYMENT OBLIGATIONS
In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

B. VACATE PREMISES
Upon expiration or earlier termination of this Agreement, Contractor shall immediately vacate BHRS, removing at such time any and all personal property of Contractor. BHRS may remove and store, at the expense of Contractor, any personal property that Contractor has not so removed.

C. NO INTERFERENCE.

Following the expiration or earlier termination of this Agreement, Contractor shall not do anything or cause any person to do anything that might interfere with any efforts by County or BHRS to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between BHRS and any person who may replace Contractor.

D. NO HEARING RIGHTS.

Termination of this Agreement by County or BHRS for any reason shall not provide Contractor the right to a fair hearing or the other rights more particularly set forth in the BHRS medical staff bylaws.

E. CHANGE IN LAW.

In the event that a change in state or federal law or regulatory requirement (or the application thereof), any of which renders this Agreement illegal, impossible to perform, or commercially impracticable, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendments(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within 30 days of such negotiation period, this Agreement shall automatically terminate at the end of such 30-day period.

53. REQUIRED DOCUMENTS

A. Contractor shall submit all required documents to the Contract Monitoring Team on or before March 1st, annually. Failure to submit the required documents in a timely manner shall be deemed a material breach of this agreement and may result in termination of the agreement.

54. SIGNATURE AUTHORITY

Each party has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

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IN WITNESS TO WHICH, each party to this agreement has signed this agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this agreement.

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

By: _____
Director

COUNTY OF KERN
Board of Supervisors

By: _____
Chairman

APPROVED AS TO FORM:
Office of the County Counsel

By:_____
County Counsel

CONTRACTOR

By:_____
Signature Person, Title
"Contractor"

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PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES

I. DESCRIPTION

1. Contractor shall provide the following professional psychiatric services in a competent, timely, and professional manner, for the consumers identified by County:

A. Perform peer assessments of medical authorizations and appeals, as required.

B. Enter service-related information into the individuals' served Electronic Health Record (EHR). This information shall be entered in a timely manner in keeping with BHRS Policy Number **5.1.21 Progress Note Documentation Standards**.

C. Conduct psychiatric medication evaluations, and

D. Prescribe and monitor ALL psychotropic medications via E-prescribe. All medications prescribed will be entered into E-Prescribe section within EHR unless outlined as an exemption in Assembly Bill 2789.

E. Order and document within EHR, necessary laboratory work for patients on medications, and

F. Provide discharge planning as required by the individual needs of the individual served, and

G. Other services which normally fall under the scope of duties of a psychiatrist, according to the standards of the professional specialty of psychiatry and in conformance with the recommendations of the American Psychiatric Association, and

H. Provide clinical guidance for County clinic staff regarding psychiatric aspects of their work, and

I. Provide County with agreed upon work schedule including hours worked daily and attend Clinic Morning meetings daily. This can be amended with prior notice, and

J. Follow Medical Services Scheduled Service Procedure for services rendered, and

K. Follow Zero Suicide Procedures for Screening all clients and treating those identified on the PATHH.

2. Contractor shall personally provide a maximum of ENTER HOURS (XXXX) hours per year of professional psychiatric services as described herein above.

3. Contractor shall inform County, at least two (2) weeks in advance, of any anticipated periods during which Contractor will not be available to provide services as scheduled due to vacations, professional meetings, or other commitments.

4. Services are to be provided (remotely from home to County facilities or at County facilities) as agreed upon by Medical Director and Medical Administrator.

II. STANDARDS OF SERVICES

1. Contractor has, and shall maintain throughout the term of this Agreement, an unrestricted license to

practice medicine in the State of California.

2. Contractor shall conduct self in a competent and professional manner at all times during the course of this agreement with County.

3. Contractor shall ensure that all required clinical documentation, including but not limited to medication consents, medication records, prescriptions, daily service logs, progress notes, psychiatric evaluations, and all other clinical documentation is completed and submitted as required, according to BHRS Policy Number 5.1.21.

4. Contractor shall provide services that are culturally and linguistically competent, gender appropriate, and sensitive to the needs of the person served.

5. County and Contractor shall mutually agree to services and hours of coverage provided.

6. All services provided shall be in a manner consistent with standards delineated by County.

7. Contractor shall cooperate in maintaining a quality assurance program designed to ensure that quality and utilization of psychiatric services are maintained.

8. Contractor shall implement and use any outcome measures, indicators, or other assessment or measurement tools required by County, in the provision of services to consumers.

9. Contractor shall participate in the Department's efforts to ensure safe and effective prescribing methods are being utilized. It is the expectation of the Department that all physicians achieve an eighty (80) percent or higher rating on each completed review. In the event that a review results in a score lower than eighty (80) percent, Contractor shall participate in a meeting to review the outcome as the Medical Director, or their designee may call.

III. QUALIFICATIONS

Contractor shall at all times during the term of this Agreement (i) be duly licensed as a physician and surgeon by the Medical Board of California, (ii) be board certified by the American Board of Psychiatry and Neurology in psychiatry, and (iii) hold all clinical privileges appropriate to the discharge of his obligations under this agreement.

IV. LOSS OR LIMITATION

Contractor shall notify BHRS promptly of any loss, sanction, suspension or material limitations of license, Controlled Substance Registration Certificate issued by the Drug Enforcement Administration, right to participate in the Medicare or Medicaid programs, or specialty qualifications for medical staff membership or clinical privileges.

V. STANDARDS OF MEDICAL PRACTICE

The standards of medical practice and professional duties of Contractor shall be in accordance with the BHRS medical staff bylaws, rules, regulations, and policies, the standards for practice as established by the State Department of Public Health and all other state and federal laws and regulations relating to the licensure and practice of physicians, and The Joint Commission.

VI. MEDICAL RECORD

Contractor shall cause a complete medical record to be timely prepared and maintained for each patient seen by Contractor. This record shall be prepared in compliance with all state and federal regulations, standards of The Joint Commission, and the BHRS medical staff bylaws, rules, regulations, and policies. Documentation by Contractor will conform to the requirements for evaluation and management (E/M) services billed by teaching physicians set forth in the Medicare Carriers Manual, Part 3, sections 15016–15018, inclusive.

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PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT "A-1" – OBLIGATIONS OF BHRS

(USED IN ALL INDEPENDENT CONTRACTOR DOCTOR AGREEMENTS)

I. SPACE

BHRS shall furnish for the use of Contractor such space and facilities as may be deemed necessary by BHRS for the proper operation and conduct of the Department. BHRS shall, in its sole discretion, determine the amount and type of space and facilities to be provided herein. Contractor shall use the space and equipment solely for the performance of the services required under this Agreement. Contractor shall not use such space or equipment for other business or personal use.

II. USE LIMITATIONS ON SPACE

The use of any part of the space occupied by the Department for the general or private practice of medicine is prohibited. Contractor shall use the items furnished under this Agreement only for the performance of services required by this Agreement. This Agreement shall not be construed to be a lease to Contractor of any portion of the premises, and insofar as Contractor may use a portion of said premises, Contractor does so as a licensee only, and BHRS shall, at all times, have full and free access to the same.

III. EQUIPMENT

BHRS shall furnish for the use of the Department such equipment as is deemed necessary by BHRS for the proper operation and conduct of the Department consistent with community standards. BHRS shall keep and maintain this equipment in good order and repair and replace such equipment, as is reasonably necessary and subject to the usual purchasing practices of County and BHRS and budget constraints.

IV. SERVICES AND SUPPLIES

BHRS shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other hospital services, including medical records, administrative and engineering services, and expendable supplies as BHRS deems necessary for the proper operation and conduct of the Department.

V. REGULATORY COMPLIANCE

In compliance with Title 22, California Code of Regulations, section 70713 BHRS shall retain professional and administrative responsibility for services rendered under this Agreement. Contractor shall apprise BHRS of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by BHRS for follow-up action and evaluation of performance.

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PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT B – ADDITIONAL ADMINISTRATIVE AND ETHICAL REQUIREMENTS

PROVIDERS WHO ARE SOLE PROPRIETORSHIP:

Contractor shall provide to County:

1. **Credentials:** Copies of appropriate credentials and licenses required to perform the scope of work as delineated in **Exhibit A** entitled **"Description and Standards of Services."**

1. **Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph of this agreement entitled **"INSURANCE."**

2. **Performance:** Written notification within three (3) days of any event, occurrence, or circumstance that will prevent, delay, or otherwise interfere with Contractor's performance under this agreement including items of a financial or health nature.

3. **Contracts:** A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization's compliance with contractual obligations.

PROVIDERS WHO ARE DOCTORS AND OPERATE AS A PROFESSIONAL CORPORATION:

Contractor shall provide to County:

1. **Articles of Incorporation:** A copy of the organization's Articles of Incorporation filed with the Secretary of State identifying the entity as a "Professional Corporation."

2. **Credentials:** Copies of appropriate credentials and licenses required to perform the scope of work as delineated in **Exhibit A** entitled **"Description and Standards of Services."**

3. **Insurance:** Certificates of adequate and appropriate insurance as required in the paragraph of this agreement entitled **"INSURANCE."**

4. **Performance:** Written notification within three (3) days of any event, occurrence, or circumstance that will prevent, delay, or otherwise interfere with Contractor's performance under this agreement including items of a financial or health nature.

5. **Contracts:** A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization's compliance with contractual obligations.

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PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT C – FUNDING SCHEDULE

JULY 1, 20XX– JUNE 30, 20XX

BUDGET UNIT 4120	REALIGNMENT	TOTAL FUNDING
MAXIMUM REIMBURSEMENT		

Service Delivery Site(s): Kern Behavioral Health and Recovery Services Clinics

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT D - BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the agreement ("agreement") by and between the County of Kern ("Covered Entity" or "CE") and _____ ("Business Associate" or "BA"). This Addendum is effective as of date first written above (the "Addendum Effective Date").

RECITALS:

A. CE wishes to disclose certain information to BA pursuant to the terms of the agreement, some of which may constitute Protected Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") (defined below). For the purpose of this Exhibit, PHI, PI, and PII all refer to confidential information that must be protected.

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the agreement in compliance with 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"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

D. In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS

A. Catch-All Definition

The following terms used in this agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

(1) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **[Insert Name of Business Associate].**

(2) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County of Kern.

(3) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 USC Section 17921.

(4) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(5) **Personal Information (PI)** shall mean information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, address, telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.

(6) **Personally Identifiable Information (PII)** means any information about an individual which can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, and biometric records. This information can be in paper or electronic files and includes, but is not limited to, education records, financial transactions, employment history, criminal records, and medical files.

(7) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and E.

(8) **Protected Health Information (PHI)** means individually identifiable health information that is transmitted or maintained in any form or medium, created or received by a health care provider or health plan, that relates to past, present, and future physical or mental health condition of an individual; provisions of healthcare to an individual; or past, present, and future payment for the provision of healthcare to an individual. Health information that is considered subject to the regulations contained in the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) includes: name, date of birth, telephone number, names of relatives, names of employers, photographic images, facsimile number, medical record number, finger or voice prints, certificate/license number, social security number, internet (IP) address, web URL, e-mail address, and any device or serial number. "Protected Health Information" includes electronic protected health information.

2. PERMITTED USES AND DISCLOSURES

A. BA may only use or disclose PHI, PI, or PII as necessary to perform the services set forth in the attached agreement.

B. BA may use or disclose PHI, PI, or PII as required by law.

C. BA agrees to make uses and disclosures and requests for PHI, PI, or PII consistent with CE's minimum necessary policies and procedures.

D. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE except for the specific uses and disclosures set forth below.

E. BA may use PHI, PI, or PII for the proper management and administration of BA or to carry out the legal responsibilities of BA.

F. BA may disclose PHI, PI, or PII for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.

G. BA may provide data aggregation services relating to the health care operations of CE.

3. OBLIGATIONS AND ACTIVITIES OF BA

BA agrees to:

A. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by the agreement;

B. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to BA with respect to such information;

C. Make available PHI in a designated record set to CE as necessary to satisfy CE's obligations under 45 CFR 164.524;

D. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CE's obligations under 45 CFR 164.526;

E. Maintain and make available the information required to provide an accounting of disclosures to CE as necessary to satisfy CE's obligations under 45 CFR 164.528;

F. Coordinate with clinical staff to provide beneficiaries with the Notice of Privacy Practices, in accordance with 45 CFR 164.520 and BHRS Policy 10.1.21, as needed;

G. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to CE in the performance of such obligation(s);

H. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

I. Report to CE any use or disclosure of PHI, PI, or PII not provided for by the agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, without unreasonable delay, and in no case later than one (1) business day of discovery [42

USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

4. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by Paragraph A above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).

5. Amendment of PHI. If applicable, within ten (10) days of receipt of a request from CE for an amendment of PHI or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such PHI available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of PHI maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 CFR Section 164.504(e)(2)(ii)(F)].

6. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of PHI, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 USC Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request, for all disclosures made without written consent. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any PHI except as set forth in this Addendum [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this agreement.

7. Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 CFR Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the PHI.

9. BA shall report to covered entity any use or disclosure of PHI not provided for by the agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, 45 CFR Section 164.504(e)(2)(ii)(C) and 45 CFR Section 164.308(b).

10. Notification of Breach. During the term of the agreement, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI, PI, or PII of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations (including conducting a "risk of compromise" assessment and/or appropriate patient notification under applicable state and/or federal law). For specific instruction on breach notification, see **Exhibit F, "Privacy and Information Security Provisions."**

11. **Breach Pattern or Practice by CE**. Pursuant to 42 USC Section 17934(b), if BA knows of a pattern of activity or practice of CE that constitutes a material breach or violation of the CE's obligations under the agreement or Addendum or other arrangement, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of CE's obligations under the agreement or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

12. **Audits, Inspection and Enforcement**. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, information systems, policies, and procedures relating to the use or disclosure of PHI, PI, or PII pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the agreement or Addendum. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights.

13. PROVISIONS FOR CE TO INFORM BA OF PRIVACY PRACTICES AND RESTRICTIONS

A. CE shall notify BA of any limitation(s) in the Notice of Privacy Practices of CE under 45 CFR 164.520, to the extent that such limitation(s) may affect BA's use or disclosure of PHI.

B. CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

C. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

14. TERMINATION

A. **Material Breach**. A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the agreement and shall provide grounds for immediate termination of the agreement, any provision in the agreement to the contrary notwithstanding. [45 CFR Section 164.504(e)(2)(iii)].

B. **Judicial or Administrative Proceedings.** CE may terminate the agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.

C. **Obligations of BA Upon Termination**. Upon termination of this agreement for any reason, BA, with respect to PHI, PI, or PII received from CE, or created, maintained, or received by BA on behalf of CE, shall:

1. Retain only that PHI, PI, or PII which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to CE the remaining PHI, PI, or PII that the BA still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI;

4. Not use or disclose the PHI, PI, or PII retained by BA other than for the purposes for which such PHI, PI, or PII was retained and subject to the same conditions set out in this agreement above which applied prior to termination; and

5. Return to CE or, if agreed to by CE, destroy the PHI, PI, and PII retained by BA when it is no longer needed by BA for its proper management and administration or to carry out its legal responsibilities.

15. INDEMNIFICATION

BA agrees to indemnify, defend, and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of BA by any person or entity.

16. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

17. CERTIFICATION

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures, and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations, or this Addendum.

18. AMENDMENT

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the agreement or 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 Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other applicable laws. CE may terminate the agreement upon thirty (30) days' written notice in the event (i) BA does not promptly enter into negotiations to amend the agreement or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

19. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the agreement or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor employee or agent is a named adverse party.

20. NO THIRD-PARTY BENEFICIARIES

Nothing expressed or implied in the agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21. EFFECT ON AGREEMENT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the agreement shall remain in force and effect.

22. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

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EXHIBIT E - DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

NOTE: COMPLETED COPY ON FILE WITH CONTRACT MONITORING TEAM

The federal regulations set forth in 42 CFR 455.101, 455.104, 455.105, 455.106, and 455.434 require providers who are entering into or renewing a provider agreement to disclose to the U.S. Department of Health and Human Services, the state Medicaid agency, and to Managed Care Organizations that contract with the state Medicaid Agency: 1) the identity of all owners with a control interest of five percent **(5%) or greater**, 2) certain business transactions as described in 42 CFR 455.105 and 3) the identity of any excluded individual or entity with an ownership or control interest in the provider, the provider group, or disclosing entity or who is an agent or managing employee of the provider group or entity or who is an agent or managing employee of the provider entity and 4) arrange for fingerprint clearance for criminal background checks and submit proof of clearance along with Disclosure of Ownership and Control Interest Statement documentation. Any changes in ownership during the contract year will require all documentation to be updated. **Please attach a separate sheet if necessary.**

Provider Entity Information
Circle the Type of disclosing entity: **____Individual Member of a Group or Sole Proprietor ____Partnership ____Corporation ____Limited Liability** **____Other (Specify)_____**
Legal Name of individual or entity ("**Provider Entity**"):
DBA Name:
Group Name:
Primary/Main Office Address:
Mailing Address (if different from above)
Practice Address 1:
Practice Address 2:
Federal Tax Identification #:
Medicaid ID#:
National Provider ID (NPI) #:
Provider CAQH #:

***If applicable, add the group, provider or health care professional name and EIN when the Provider Entity is part of a group practice, attach a separate sheet if necessary.**

Section I

Are there any individuals or organizations with an Ownership or Control Interest of 5% or more in the Provider Entity?
___Yes ___No
List the **name, title, address, date of birth (DOB**) and **Social Security Number** (SSN) for **all individuals** having an ownership or control interest in the Provider Entity of 5% or greater. This Should match those listed in the organizational chart. For Owners list the percentage of ownership. Attach additional pages if needed to **identify all parties** with ownership or control interest.
List the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership of corporation, or entity having an Ownership or Control Interest of **5% or greater**. (42 CFR 455.104 (b) (1) (ii))

Name/Title	**DOB**	**Address**	**Address**	**SSN (if listing an individual) TIN (if listing an**	**% Interest**

Section II
Are any of the individuals listed in Section I above related to each other? **___Yes ___No** If yes, list the individuals identified and the relationship to each other (spouse, sibling, parent, child). Are any individuals listed in Section I above related to any individuals with an ownership or control interest in any of the subcontractors listed in Section III below? **___Yes ___No** If yes, list their name and relationship. (42 CFR.455.104 (b) (2))

Name of Individual	Relationship

Section III
Does the Provider Entity have a Direct or Indirect Ownership Interest in any Subcontractor 5% or more that another individual or organization also has an Ownership or Controlling Interest? **___Yes ___No** If yes, list the following information for each person with an Ownership or controlling Interest in any Subcontractor in which the Provider Entity has Direct or Indirect Ownership of 5% or more. (42 CFR 455.104)

Name/Title	Address	DOB	SSN or TIN	% Interest

Section IV
Has any person who has an ownership or control interest in the provider entity, or is an agent or managing employee of the Provider Entity ever been convicted of a crime related to that person's involvement in any program under Medicaid, Medicare or Title XX program? **___Yes ___No** (verify through HHS-OIG List of Excluded individuals/Entities (LEIE), General Services Administration (GSA) Excluded Parties List (EPLS), the Medicare Exclusion Database (the MED) databases and any State specific database.) **Any person who has a 5% or more direct or indirect interest must also submit fingerprints and a background check.** **If yes**, please list those persons below. (42 CFR 455.106)

Name/Title	DOB	Address	SSN (if listing an individual) TIN (if listing an entity)

Section V

Business Transactions: Has the provider Entity had any business transactions with Subcontractors or Wholly Owned Supplier totaling more than $25,000 or 5% or operating expenses in the previous twelve (12) month period?

___Yes ___

If yes, list the ownership of Subcontractor with whom the Provider Entity **has had a business transactions total more than $25,000** during the previous twelve 12-month period; **and any Significant Business Transaction between this provider and any wholly owned supplier** exceeding the lesser of $25,000 or 5% operating expense, during the past 5-year period. This information must be provided within 35 days of request. Attach a separate sheet if necessary.
(42 CFR 455.104 and 42 CFR 455.105)

Name of supplier/ Subcontractor	Address	Owner	SSN (if listing an individual) TIN (if listing an entity)	Transaction Amount

Section VI

Managing Employees: Does the Provider Entity have any Managing Employees?
Yes No
If yes, for Disclosing Entities, list each member of the Board of Directors, Governing Board, and Managing Employees (general manager, business manager, administrator or director), including the name, date of birth (DOB), Address, Social Security Number (SSN), and percent of interest.

Name/Title	DOB	Address	SSN (if listing an individual)	% Interest

I certify that the information provided herein, is true, accurate and complete.

Any person who has a 5% or more direct or indirect interest must also submit fingerprints and a background check results with the Disclosure of Ownership form.

Additions or revisions to the information above will be submitted immediately upon revision. Additionally, I understand that misleading, inaccurate, or incomplete data may result in a denial of participation. Individuals and Sole Proprietors must sign their own form. An authorized representative may sign for Partnership, Corporation, LLC or Other disclosing entities.

_____ _____
Signature **Title (indicate if authorized Agent)**

_____ _____
Name (please print) **Date**

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT F - PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit is intended to protect the privacy and security of specified Kern Behavioral Health and Recovery Services (County) information that Contractor may access, receive, or transmit under this agreement. County information covered under this Exhibit consists of: (1) Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191; (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3; Personal Information may include data provided to the Department by the Social Security Administration; and (3) Personally Identifiable Information (PII); however, to the extent that data is PHI or ePHI and PI or PII, this Exhibit shall apply.

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which defines Protected Health Information (PHI), County is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

a. The California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).

b. The Agreement between the Social Security Administration (SSA) and the Department of Health Care Services (DHCS), known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPS) between the SSA and the California Health and Human Services Agency.

c. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

d. California Welfare and Institutions Code § 5328 et seq.

B. The terms used in this Exhibit but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

C. For the purpose of this Exhibit, PHI, PI, and PII all refer to confidential information that must be protected.

2. Definitions.

A. Breach shall have the meaning given to such term under the IEA, CMPPA and under HIPAA, the HITECH Act, and the HIPAA regulations at 45 C.F.R §164.402. It shall include a security incident, intrusion, or unauthorized access, use or disclosure of County PHI, ePHI, PI or PII.

B. Breach of the security of the system shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. CMPPA agreement means the Computer Matching and Privacy Protection Act agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

E. **Department PI** shall mean Personal Information, accessed in a database maintained by County, received by Contractor from County or acquired or created by Contractor in connection with performing the functions, activities and services specified in this agreement on behalf of County.

F. **Notice-triggering Personal Information** shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph, or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper, or any other medium.

G. **Personally Identifiable Information (PII)**: Any information about an individual which can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, and biometric records. This information can be in paper or electronic files and includes, but is not limited to, education records, financial transactions, employment history, criminal records, and medical files.

H. **Personal Information (PI):** Information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, address, telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.

I. **Protected Health Information (PHI):** Individually identifiable health information that is transmitted or maintained in any form or medium, created or received by a health care provider or health plan, that relates to past, present, and future physical or mental health condition of an individual; provisions of healthcare to an individual; or past, present and future payment for the provision of healthcare to an individual. Health information which is considered subject to the regulations contained in the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including: name, date of birth, telephone number, names of relatives, names of employers, photographic images, facsimile number, medical record number, finger or voice prints, certificate/license number, social security number, internet (IP) address, web URL, e-mail address, and any device or serial number. "Protected Health Information" includes electronic protected health information.

J. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

K. **Required by law** means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII 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.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, PI, PII or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores P H I , PI, or PII.

M. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information may be either public information or confidential information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of agency financial transactions and regulatory actions.

3. Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Contract Manager all requests for disclosure of any PHI, PI, or PII not emanating from the person who is the subject of PHI, PI, or PII without a signed Consent for Release of Information.

4. Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the person who is the subject of PHI, PI, or PII, any PHI, PI, or PII to anyone other than DHCS without prior written authorization from the County Contract Manager, except if disclosure is required by state or federal law.

5. Terms of Agreement

A. Permitted Uses and Disclosures of BHRS PHI, PI, and PII by Contractor:

1. Except as otherwise indicated in this Exhibit, Contractor may use or disclose Department PHI, PI, and/or PII only to perform functions, activities, or services for or on behalf of BHRS pursuant to the terms of this agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by BHRS.

2. Contractor shall not directly or indirectly receive remuneration in exchange for County PHI.

B. Responsibilities of Contractor
Contractor agrees:

1. **Nondisclosure.** To protect from unauthorized disclosure any Sensitive or Confidentiality information. Not to use or disclose BHRS PHI, PI, or PII other than in carrying out the Contractor's obligations under this agreement or as permitted or required by applicable state and federal law.

2. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of BHRS PHI, PI, and PII, to protect against anticipated threats or hazards to the security or integrity of BHRS PHI, PI, and PII, and to prevent use or disclosure of BHRS PHI, PI, or PII other than as provided for by this agreement. Contractor shall participate in and abide by BHRS' written privacy & corporate compliance and information security program and policies that include administrative, technical, and physical safeguards. Policies are available to Contractor via the BHRS SharePoint Portal.

3. **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, PI, and/or PII, and to protect paper documents containing PHI, PI, and/or PII. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Business Associate Agreement Data Security Requirements.

ii. Utilizing equipment provided by BHRS to access PHI, PI, and/or PII that provides 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.

4. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of BHRS PHI, PI, or PII by Contractor or its subcontractors in violation of this Exhibit.

5. **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit on any subcontractors or other agents with whom Contractor subcontracts any activities under this agreement that involve the disclosure of Department PHI, PI, or PII to the subcontractor.

6. **Availability of Information to County.** To make County PHI, PI, and PII available to County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County PHI, PI, and PII. If Contractor receives County PHI, PI, and/or PII, upon request by County, Contractor shall provide County with a list of all employees, contractors, and agents who have access to County PHI, PI and/or PII, including employees, contractors, and agents of its subcontractors and agents.

7. **Cooperation with County.** With respect to County PHI, PI, and/or PII, to cooperate with and assist County to the extent necessary to ensure County's compliance with the applicable terms of the California Information Practice Act including, but not limited to, accounting of disclosures of County PHI, PI, and/or PII, correction of errors in County PHI, PI, and/or PII, production of County PHI, PI, and/or PII, disclosure of a security breach involving County PHI, PI, and/or PII, and notice of such breach to the affected individual(s).

8. **Confidentiality of Substance Use Disorder and Treatment Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

6. The Contractor shall observe the following requirements:

A. Safeguards. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, PI, and/or PII, including electronic PHI, PI, and/or PII that it creates, receives, maintains, uses, or transmits on behalf of County. Contractor 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 Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

a. Employee Training. All workforce members must complete privacy and information security training through the Relias training system, upon hire and annually thereafter. County on behalf of Contractor, will monitor Contractor's attendance.

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 County PHI, PI, and/or PII 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 being provided access to Department PHI, PI, or PII. The statement must be renewed annually. Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

d. **Background Check.** Before a member of the workforce may access County PHI, PI, and/or PII, 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. Contractor shall undergo background check performed by BHRS Human Resources at time of onboarding.

2) Technical Security Controls

a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store County PHI, PI, and/or PII must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County Information Security Officer.

b. **Server Security**. Servers containing unencrypted County PHI, PI, and/or PII 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 County PHI, PI, and/or PII required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices.** All electronic files that contain County PHI, PI, and/or PII data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Smart Phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES.

e. **Antivirus software.** All workstations, laptops and other systems that process and/or store County PHI, PI, and/or PII must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI, PI, and/or PII 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 thirty (30) days of vendor release.

g. **User IDs and Password Controls.** All users must be issued a unique username for accessing County PHI, PI, and/or PII. 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 twenty four (24) hours. Passwords are not to be shared. Passwords must be at least ten (10) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) 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 County PHI, PI, and/or PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the County Information Security Officer.

i. **System Timeout.** The system providing access to County PHI, PI, and/or PII must provide an automatic timeout, requiring re-authentication of the user session after no more than fifteen (15) minutes of inactivity.

j. **Warning Banners.** All systems providing access to County PHI, PI, and/or PII 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 County PHI, PI, and/or PII, or which alters County PHI, PI, and/or PII. 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 County PHI, PI, and/or PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence. Audit Trail logs must be reviewed for potential violations and/or breaches on a regular basis.

l. **Access Controls.** The system providing access to County PHI, PI, and/or PII must use role-based access controls for all user authentications, enforcing the principle of least privilege.

m. **Transmission Encryption.** All data transmissions of County PHI, PI, and/or PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing PHI, PI, or PII can be encrypted. This requirement pertains to any type of PHI, PI, or PII in motion such as website access, file transfer, and E-Mail. Any transmission of unencrypted PHI, PI and/or PII outside of Contractor's secure network, must be reported to the BHRS Privacy and Corporate Compliance office. (Contacts are listed at the end of this Exhibit).

n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting County PHI, PI, and/or PII that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) 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 County PHI, PI, and/or PII 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 twenty-four (24) hours.

b. **Data Backup Plan.** Contractor must have established documented procedures to back up County PHI, PI, and/or PII to maintain retrievable exact copies of County PHI, PI, and/or PII. The plan must include a regular schedule for making backups, storing back-ups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI, PI, and/or PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

4) Paper Document Controls

a. **Supervision of Data.** County PHI, PI, and/or PII 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. County PHI, PI, and/or PII 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 County PHI, PI, and/or PII is contained shall be escorted and County PHI, PI, and/or PII shall be kept out of sight while visitors are in the area.

c. **Confidential Destruction.** County PHI, PI, and/or PII must be disposed of through confidential means, such as cross-cut shredding and pulverizing.

d. **Removal of Data.** County PHI, PI, and/or PII must not be removed from the premises of Contractor except with express written permission of County.

e. **Faxing.** Faxes containing County PHI, PI, and/or PII 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 County PHI, PI, and/or PII shall be sealed and secured from damage or inappropriate viewing of PHI, PI, or PII to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of County PHI, PI, and/or PII 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 County to use another method is obtained.

5) **Audit Controls**

a. **System Security Review.** All systems processing and/or storing County PHI, PI and/or PII must have at least an annual system risk assessment/security review that 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 County PHI, PI, and/or PII must have a routine procedure in place to review system logs for unauthorized access.

c. **Change Control.** All systems processing and/or storing County PHI, PI, and/or PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

d. **Receiving and Investigating Privacy Issues.** Contractor shall participate in BHRS' process for individuals to make complaints or report privacy issues to the BHRS Privacy and Corporate Compliance office.

e.

B. Security Officer. The BHRS Information Security Officer oversees the Department's data security program who is responsible for carrying out its privacy and security programs. Contractor shall be responsible for communicating security matters with the BHRS Information Security Officer as required under 45 CFR 164.308.

C. Privacy Officer. The Department has an identified Privacy official who is responsible for the development and implementation of HIPAA policies and procedures per 45 CFR § 164.530(a)(1)(i). Contractor must report any complaints received to the BHRS Privacy Officer as required under 45 CFR § 164.530(a)(1)(ii).

D. Discovery and Notification of Breach. Contractor shall notify County **immediately by telephone call and email** upon the discovery of a breach (or suspected breach) of privacy or security of PHI, PI, and/or PII in electronic, paper, spoken or in any other media, if the PHI, PI, and/or PII was not securely transmitted, or is reasonably believed to have been, accessed, acquired by an unauthorized person, or upon the discovery of a suspected privacy or security incident that involves data provided to County by the Social Security Administration or involving County PHI, PI, and/or PII; **or by email within twenty-four (24) hours** of the discovery of any suspected security incident, intrusion, or unauthorized use or disclosure of PHI, PI, and/or PII in violation of this agreement or the Business Associate Agreement, or potential loss of confidential data affecting this agreement. A breach shall be treated as discovered by Contractor 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 Contractor.

Notification shall be provided to the BHRS Contract Manager, the BHRS Privacy & Corporate Officer, and the BHRS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, PI, and/or PII, notification shall be provided by calling the BHRS Information Security Officer at (661) 203-5397. Alternately, contact the BHRS Information Technology Services Division (ITSD) Help Desk at 661-868-6740. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use, or disclosure of PHI, PI, and/or PII, Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the Contractor's operating environment and information confidentiality and security requirements.

2) Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

E. Investigation of Breach. In the event Contractor's actions or inactions cause a security incident, breach or unauthorized use or disclosure of PHI, PI, and/or PII, Contractor shall immediately report such security incident, breach, or unauthorized use or disclosure of PHI, PI, and/or PII and within forty eight (48) hours of the discovery to the BHRS Privacy and Corporate Compliance office. Contractor shall assist as needed in the submission of an initial Department of Health Care Services (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. The most current version of this form shall be used, which is posted on the DHCS Information website https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR-2019.pdf.

F. Notification of Individuals. In the event Contractor's actions or inactions cause a breach or unauthorized use or disclosure of PHI, PI, and/or PII, County shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law, and Contractor shall pay any costs of such notifications, as well as any costs associated with the breach.

1) Contractor shall notify the BHRS Privacy Officer immediately upon discovery so they may report to the Department of Health and Human Services (HHS), Office for Civil Rights (OCR) no later than sixty (60) days after the end of the calendar year in which the breach is discovered.

H. Effect on lower tier transactions. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

I. Contact Information. To direct communications to the below referenced BHRS staff, Contractor shall initiate contact as indicated herein. BHRS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the agreement into which it is incorporated.

Kern Behavioral Health and Recovery Services Contract Manager	**Kern Behavioral Health and Recovery Services Privacy & Corporate Compliance Officer**	**Kern Behavioral Health and Recovery Services Information Security Officer**
Name: E-Mail: Phone: Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302	Privacy & Corporate Compliance Officer Elizabeth Brown Email: EBrown@KernBHRS.org Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302 Privacy and Corporate Compliance Office Telephone: (661) 868-8222 Email:BHRSPrivacy@KernBHRS.org	Information Security Officer Rachelle Hunt Email: RHunt@KernBHRS.org Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302 Help Desk Telephone: (661) 868-6740 Email: BHRSHelpDesk@KernBHRS.org

J. Audits and Inspections. From time to time, BHRS may inspect the facilities, systems, books and records of Contractor to monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Privacy and Information Security Exhibit. The fact that BHRS inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with this Exhibit.

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT G - PROGRAM INTEGRITY REQUIREMENTS

1. GENERAL REQUIREMENTS

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of 42 CFR §§ 438.602, 438.608, 438.610, 455.1(a)1, 455.104-455.106, 455.434; Social Security Act §§ 1128, 1156, and 1842(j)(2).

2. COMPLIANCE PROGRAM

Contractor shall have administrative or management arrangements or procedures designed to guard against fraud and abuse. Contractor shall comply with the provisions of 42 CFR 438.608.

A. Contractor shall utilize the BHRS Corporate Compliance Program

i. Contractor must designate a Compliance Officer (CO), who reports directly to the CEO and the Board of Directors (BoD) and is charged with overseeing the organization's compliance with requirements under the contract.

ii. Contractor must abide by all tenets of the BHRS Corporate Compliance Program.

iii. Contractor must adopt all policies and procedures contained within the BHRS Corporate Compliance Program.

iv. Contractor must complete BHRS Corporate Compliance and Ethics training, through the Relias training system, upon hire and annually thereafter. Additionally, Contractor must be familiar with the BHRS Compliance Program and know where to locate it, as well as maintaining contact information for the County's Compliance Officer (CO) and complete training on how to report a compliance issue or concern. Contractor shall track trainings in Relias, to ensure training is completed at required intervals.

v. Contractor must report any violation of the BHRS Corporate Compliance program, including policies and procedures contained therein, to the BHRS Privacy and Corporate Compliance Office. Any allegation of fraud, waste or abuse must be reported promptly.

3. EXCLUDED PROVIDERS

Contractor shall not knowingly have a relationship with any individual or entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any federal agency or by any department, agency or political subdivision of the state. For purposes of this paragraph, "principal" means an officer, director, owner of any portion of the entity, partner, key employee, subcontractor, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over Contractor's operations. Contractor shall be required to submit a Disclosure of Ownership and Control Interest Statement during the initial contracting, re-contracting and/or recredentialing process or upon request by County.

A. Consistent with the requirements of 42 CFR § 438.602(d), Contractor must confirm the identity and determine the exclusion status of all employees and any subcontractor, as well as any person

with an ownership or control interest, or who is an agent or managing employee through routine checks of federal and state databases.

B. County must conduct an initial check, prior to Contractor onboarding, of the following databases:

i. Social Security Administration's Death Master File, which is maintained by the United States Social Security Administration.

ii. National Plan and Provider Enumeration System (NPPES), which is maintained by the Centers for Medicaid and Medicare.

iii. List of Excluded Individuals/Entities (LEIE)

iv. System for Award Management Excluded Parties List System (SAM-EPLS)

v. Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S&I List)

C. County on behalf of Contractor must conduct monthly checks of the following databases:

i. List of Excluded Individuals/Entities (LEIE)

ii. System for Award Management Excluded Parties List System (SAM-EPLS)

iii. Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S&I List)

Contractor understands that it must comply with the National Provider Identification (NPI) system, and will provide the County NPI numbers for all staff providing direct health care or clinical services. Contractor further agrees to verify the NPI numbers(s) upon hiring staff, and to apply for NPI numbers on new employees within five (5) business days of the hiring date, immediately providing confirmation of NPI application to the Department. Contractor further understands that all services entered in the Electronic Health Record (EHR) will suspend and agrees that electronic billings for services will not be accepted without the inclusion of the NPI number(s). If the NPI number is not received within ninety (90) days after the service, the service will no longer be billable and reimbursable to Contractor. Contractor shall notify the department within twenty-four (24) hours of any change to staff NPI numbers or related information, including the termination of employment of any Contractor staff. NPI numbers are also required for each physical delivery site.

D. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)

E. In accordance with Section 1903(i) of the Social Security Act, the County is prohibited from making payment:

i. With respect to any amount expended for an item or service that is furnished at the medical direction or on the prescription of a physician, during the period when such physician is

excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

ii. With respect to any amount expended for an item or service that is furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

iii. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

F. These lists include entities and individuals who have been suspended from receiving payments for services provided under any provider number to Medi-Cal beneficiaries. If Contractor or subcontractor is listed, this agreement shall terminate consistent with paragraph entitled, **"IMMEDIATE TERMINATION."**

G. County shall ensure that any excluded individual is immediately prevented from performing services resulting in claims for payment for services, directly or indirectly to a Medicare or Medi-Cal recipient. The excluded individual should also be removed from active duty in any position in which the person's salary or the services rendered or prescribed are paid in whole or in part, by federal health care programs or federal funds until such time the person is removed from the Exclusions lists.

H. The parties mutually represent and warrant to one another that they and their respective representatives are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care program as defined in 42 U.S.C. section 1320a-7b(f) (the federal health care programs) and/or present on the exclusion database of the Office of the Inspector General ("OIG"), the General Services Administration ("GSA") or the Medi-Cal ineligible list; (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) debarred, suspended, excluded, or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved sub-contracts or from receiving federal financial and nonfinancial assistance and benefits.

1. This shall be an ongoing representation and warranty during the term of this agreement, and a party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this section. At a minimum, the parties shall verify all current staff against the sources at the frequency identified in this Exhibit. Any breach of this section shall give the non-breaching party the right to terminate this agreement immediately.

I. If Contractor or subcontractor is identified as an excluded provider, this agreement shall terminate consistent with the guidelines in the paragraph entitled**, "IMMEDIATE TERMINATION."**

4. SERVICE VERIFICATION

A. Contractor shall utilize the County's prescribed method of Service Verification for all office-based, billable, face-to-face services and billable, field based and group services.

5. DEFICIT REDUCTION ACT

A. The parties to this agreement are aware of the provisions of Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery and certify that they comply with Section 1902(a) of the Social Security Act.

B. Section 6032 of the Deficit Reduction Act requires any entities that receive or make annual payments under the state plan (Medi-Cal in California) of at least five million dollars ($5,000,000) as a condition of receiving such payments to comply with the following requirements:

i. Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following:

a. The Federal False Claims Act, including administrative remedies for false claims and statements established under title 31, USC, Chapter 38.

b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in federal health care programs.

c. Contractor's procedures for detecting and preventing fraud, waste and abuse.

ii. Contractor must provide employee training on the False Claims Act, including the rights of employees to be protected as whistleblowers. Documented evidence of this training is to be provided to County upon request. (This training can be incorporated into Compliance Program training. See 2.B. iv. above).

6. FRAUD REPORTING REQUIREMENTS

A. Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to County about the following:

i. Any potential fraud, waste or abuse. (42 CFR §438.608(a), (a)(7).)

ii. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)

iii. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)

B. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the County within twenty-four (24) hours, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed, notifying the County of the outcome of the investigation.

C. Contractor shall implement and maintain written policies for all employees that provided detailed information about the False Claims Act and other federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 CFR §438.608(a), (a)(6).)

D. County shall suspend payments to Contractor if there is a credible allegation of fraud. (42 CFR §438.608(a), (a)(5).)

E. If a substantiated allegation of fraud, waste, or abuse is identified, County shall report to applicable licensing bodies and regulatory authorities which could result in termination.

7. DISCLOSURES OWNERSHIP CONTROL INTEREST STATEMENT

A. Contractor agrees to furnish County with the names of its officers, owners, stockholders owning more than five percent (5%) of its stock, and major creditors holding more than five percent (5%) of the debt of Contractor. This information shall become public record on file with the U.S. Department of Health and Human Services.

B. Contractor agrees to comply with the requirements set forth in the federal regulations 42 CFR 455.104-455.106 in reference to the Medicare, Medicaid, or Title XX service programs.

C. Contractor agrees to submit to County the completed form attached herein as **Exhibit E, "Disclosure of Ownership and Control Interest Statement"** upon submitting the provider application, during the re-validation of enrollment, and upon request. Any person with a five percent (5%) or more direct or indirect interest in Contractor must include results of fingerprints/criminal background check.

D. Contractor agrees to notify County and update **"Disclosure of Ownership and Control Interest Statement"** within thirty-five (35) days if a change in ownership occurs.

E. County may terminate the Agreement if any person with a five percent (5%) or greater direct or indirect ownership interest in Contractor does not submit timely and accurate information and cooperate with any screening methods required in 42 CFR 455.416

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT H - CREDENTIALING AND RE-CREDENTIALING REQUIREMENTS

BHRS will establish and conduct a provider Credentialing Program for credentialing and re-credentialing Contractor's network treatment providers. Contractor shall agree to comply with the terms set forth herein.

Contractor shall adhere to the California Department of Health Care Services' (DHCS) statewide uniform provider credentialing and re-credentialing requirements, established pursuant to Title 42 of the Code of Federal Regulations, Part 438.214.

BHRS will ensure that Contractor and its employees, agents, or subcontractors are qualified in accordance with current legal, professional, and technical standards, and are appropriately licensed, registered, waivered, and/or certified.

Contractor and its employees, agents, or subcontractors must be in good standing with the Medicaid/Medi-Cal programs. Any provider of Contractor, including contracted organizational providers, provider groups, and individual practitioners, who are excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in any BHRS provider network.

The uniform credentialing and re-credentialing requirements apply to all licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors, employed by or contracting with BHRS to deliver Medi-Cal covered services.

Contractor shall observe the following requirements:

A. For all licensed, waivered, registered and/or certified providers, BHRS will verify and document the information listed below. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by BHRS through an auditing process of Contractor's primary source verification efforts or by Contractor's submitting these documents directly to the BHRS Credentialing Unit or designee. This will be required unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification, and/or registration board.

Contractor shall submit the following information for their employees, agents, or subcontractors at the time of hire and at the various timelines listed below to the BHRS Credentialing Unit or designee. BHRS reserves the right to audit the primary source verification that Contractor reports it is doing for their employees on a quarterly basis. Regardless of whether Contractor submits all information to BHRS to credential or Contractor's credentialing process is audited, Contractor must submit all credentialing requirements to BHRS Credentialing team or designee at the time of hire of any new employee. Contractor will also notify BHRS Credentialing team when an employee separates from their organization to ensure that credentialing/re-credentialing efforts are not continued for separated employees.

1. **Primary Source Verification** shall be required in the following areas at the time of hire and every three (3) years thereafter unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board:

    a. The appropriate license and/or board certification or registration, as required for the particular provider type;

    b. Evidence of graduation or completion of any required education, as required for the particular provider type;

    c. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

d. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

2. **Additional information** shall be required in the following areas from Contractor and its employees, agents, or subcontractors, as applicable, at the time of hire and every three (3) years thereafter

a. Work history;

b. Hospital and clinic privileges in good standing;

c. History of any suspension or curtailment of hospital and clinic privileges;

d. Current Drug Enforcement Administration identification number;

e. National Provider Identifier number;

f. Current malpractice insurance in an adequate amount, as required for the particular provider type;

g. History of liability claims against the provider;

h. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/ ;

i. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp

j. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;

k. Employee Attestation consisting of five (5) required elements:

1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.

2. A history of loss of license or felony conviction.

3. A history of loss or limitation of privileges or disciplinary activity.

4. A lack of present illegal drug use; and

5. The application's accuracy and completeness

l. Enrollment in the Provider Application and Validation of Enrollment (PAVE), as applicable to provider type

m. Other sources pertinent to the credentialing or recredentialing process as identified by BHRS.

CONTRACTOR NAME

EXHIBIT I - CLAIM FOR PAYMENT

NOTE: COMPLETED COPY ON FILE WITH FINANCE

CLAIM FOR PAYMENT
COUNTY OF KERN
STATE OF CALIFORNIA

CLAIM OF _____ DATE _____ DEPARTMENT _____

ADDRESS _____

SOCIAL SECURITY OR
FEDERAL TAX ID NO. _____

INSTRUCTIONS TO CLAIMANT:

(1) CLAIMS MUST BE SIGNED BY THE CLAIMANT AND APPROVED BY THE HEAD OF THE DEPARTMENT BEFORE SUBMISSION TO THE COUNTY AUDITOR-CONTROLLER.
(2) CLAIMANT PERFORMING SERVICES TO TWO OR MORE COUNTY DEPARTMENTS MUST MAKE SEPARATE CLAIMS FOR EACH DEPARTMENT.
(3) CLAIMS FOR REIMBURSEMENT OF TRAVEL EXPENSES MUST INCLUDE A STATEMENT OF THE PURPOSE OF COUNTY BUSINESS.
(4) NO CLAIMS WILL BE AUDITED OR ALLOWED UNTIL THE ABOVE REQUIREMENTS HAVE BEEN MET

DATE	DESCRIPTION	DOLLARS	CENTS
	TOTAL →		

The undersigned, under penalty of perjury, states: That the above claim and the items are therein set out are true and correct, that no part thereof has been heretofore paid; that the amount therein is justly due; and that the same is presented not later than one year after the accrual of the cause of action

DON'T sign firm name . . . sign Your name here.

FOR FILING STAMP ONLY

CLAIMANT SIGNATURE _____ DATE _____

BELOW FOR COUNTY USE ONLY

Expenditure Authorized and Approved By:

AUTHORIZED DEPARTMENTAL SIGNATURE _____ SUPERVISOR _____

Department No.	Claim No.	Signature Date	Contract No.	PP	Fund No.
7-15	000	013	008		014

Issue Date	Vendor No.	Descriptive Purpose of Claim / Limit to 30 Spaces
009	023	011

If so stated, above is a LEGAL CHARGE against the
County for the sum of $ _____
County Counsel

Audited and Allowed
Auditor-Controller
By: _____
AUDITOR-CONTROLLER
Date _____

	Rep. Code	Amount	PT	Division	Project	Activity	Facility
102		&		&	&	&	&
102		&		&	&	&	&
102		&		&	&	&	&
102		&		&	&	&	&
TOTAL	006	$					

P.A.S. 580 1151 (REV. 3/87)

[END OF AGREEMENT]

EXHIBIT B - AGREEMENT FOR PROFESSIONAL SERVICES

TYPE 2: CONTRACT EMPLOYEE PHYSICIANS

(COUNTY OF KERN – DOCTOR)

This Agreement is made and entered into on this _____2022, between the County of Kern ("County"), a political subdivision of the state of California' as represented by the Kern Behavioral Health and Recovery Services ("Department"), and DOCTOR ("Physician").

RECITALS

A. County is authorized, pursuant to Government Code sections 31000 and 53060, to contract for special services with individuals specially trained, experienced, expert and competent to perform those services; and

B. County requires the assistance of Physician to provide professional medical services in the Department, as such services are not available from County resources, and Physician desires to accept employment on the terms and conditions set forth in this Agreement; and

C. Physician has special training, knowledge and experience to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the foregoing recitals, the parties hereto agree as follows.

I. TERMS AND CONDITIONS

1. TERM.

This Agreement shall be effective, and the term shall commence as of **July 1, 20XX (the "Effective Date"),** and shall end **June 30, 20XX**, unless earlier terminated pursuant to other provisions of this Agreement.

II. OBLIGATIONS OF PHYSICIAN

2. SERVICES.

Physician shall render those services set forth in Exhibit "A," attached hereto and incorporated herein by this reference. Physician shall work full time, which is defined as an annual average of **40 hours** per week. On-call and call-back time shall be excluded from the **40 hours** per week annual average. Hours worked by Physician in preparing didactic curriculum and teaching conferences shall not exceed the actual time Physician spends teaching.

2.1 QUALIFICATIONS.

Physician shall at all times during the term of this Agreement: (i) be duly licensed as a physician and surgeon by the Medical Board of California; (ii) be board certified or eligible for board certification by the American Board of Psychiatry and Neurology; (iii) hold all clinical privileges appropriate to the discharge of his obligations under this Agreement; and (iv) comply with all applicable standards and recommendations of Accreditation Council for Graduate Medical Education.

2.2 CREDENTIALING

BHRS is the Managed Care Plan for specialty mental health and substance use disorder services in Kern County. As the Managed Care Plan, BHRS must adhere to a variety of State and federal regulations. One of the more recent changes was the need for BHRS to establish a uniform credentialing and recredentialing policy that

addresses behavioral health and substance use disorder service providers. This regulation applies to both BHRS employees and contracted staff.

BHRS requires that employees, contracted employees and contract providers are qualified in accordance with current legal, professional, and technical standards, and are appropriately licensed waivered and/or certified. The uniform credentialing and re-credentialing requirements apply, to all licensed, waivered, or registered mental health providers and licensed substance use disorder service providers employed by/or contracting with BHRS to deliver Medi-Cal covered services.

County and/or its delegated third-party vendor, shall establish and conduct a provider Credentialing Program for credentialing and re-credentialing of contractor and sub-contractors. Contractor has to satisfy the Credentialing and Re-Credentialing requirements listed in **Exhibit E, "Credentialing and Re-Credentialing Requirements,"** of this agreement.

County will complete the Credentialing and Re-Credentialing for Contractor. In order for County to complete this task, Contractor shall provide the necessary information for all employees that are licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors at the time of hire and during the increments outlined in **Exhibit E.**

Any employees that are licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors that are not Credentialed will not be allowed to provide Medi-Cal reimbursable services nor participate in the plan's provider network.

2.3. LOSS OR LIMITATION.

Physician shall notify the Department director promptly of any loss, sanction, suspension or material limitations of his license, DEA certificate, right to participate in the Medicare or Medicaid programs, specialty qualifications or clinical privileges.

2.4. STANDARDS OF MEDICAL PRACTICE.

The standards of medical practice and professional duties of Physician shall be in accordance with the County rules, regulations, and policies, the standards of practice established by the California Department of Public Health and all other State and federal laws and regulations relating to the licensure and practice of physicians.

2.5. MEDICAL RECORD.

Physician shall cause a complete medical record to be timely prepared and maintained for each patient seen by Physician. This record shall be prepared in compliance with all State and federal regulations, County policies and standards of Kern Behavioral Health and Recovery Services. Documentation by Physician shall conform to the requirements for evaluation and management (E/M) services billed by teaching physicians set forth in the Medicare Carriers Manual, Part 3, sections 15016-15018, inclusive.

2.6. PHYSICIAN PRIVATE PRACTICE.

County agrees that Physician may engage in the private practice of medicine, and also may provide similar services to other organizations. Physician agrees that he shall not engage in the private practice of medicine or provide similar services to other organizations during County workdays between the hours of 8:00 a.m. and 5:00 p.m. (except on scheduled half-days), or at any time when Physician has not completed the predetermined clinic and work schedule assignments. Physician understands and agrees that the obligation of County under this Agreement to provide indemnification to Physician does not extend to Physician's private practice or other service agreements.

III. COMPENSATION PACKAGE.

3. ANNUAL SALARY.

County shall pay Physician an annual salary comprised of (i) a base salary for teaching and administrative duties and (ii) payment for care of BHRS clients in the amount of **$** per year, to be paid as follows: Physician shall be paid **$** biweekly not to exceed **$** annually.

3.1 ADDITIONAL EXPENSES

County shall pay Physician, reimbursement of medical license, DEA license, and other certifications and/or licenses as required by the terms of this agreement not to exceed $500 annually.

3.2 BIWEEKLY PAYMENT.

Physician shall be paid biweekly on the same schedule as regular County employees. The exact date of said biweekly payments will be at the sole discretion of County. All payments made by County to Physician shall be subject to all applicable federal and State taxes and withholding requirements. The hours worked by Physician pursuant to this Agreement shall be entered into the same system used by County to record the hours worked by general County employees.

3.3 EXCLUSION REPORTING.

BHRS will run monthly exclusion reporting effective prior to employment. BHRS will complete the exclusion reporting requirement for Physician. In order, for County to complete this task, Physician shall provide the following information prior to commencement of agreement:

A copy of employee's driver's license and social security card. County only needs to receive copies of these documents once to verify identity of Physician. These documents will be scanned into a secure monitoring tool and the paper copies will then be destroyed.

County will run the required exclusion report. County will notify Physician immediately if their name appears on any Excluded list. Physician will work with the County to determine if the exclusion applies to Physician and/or will provide objective verifiable evidence that the results of the exclusion list was a false positive and not Physician.

Physician shall not knowingly have a relationship with any individual or entity who is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any federal agency or by any department, agency, or political subdivision of the state.

1.

3.4 BOARD CERTIFICATION STIPEND(S).

Physician shall be paid board certification stipends, as follows: If Physician is currently pursuing board certification, Physician shall be paid **$** biweekly not to exceed **$** annually until Physician receives board certification or until the end of the first three years of employment, whichever comes first. Physician shall be paid **$** biweekly not to exceed **$** annually for first board certification and **$** biweekly not to exceed **$** annually for second board certification.

3.5 PROFESSIONAL FEES.

Department shall have the exclusive right to bill, collect and retain all professional fees for all direct patient care services provided on behalf of County by Physician during the term of this Agreement. All professional fees generated by Physician on behalf of County during the term of this Agreement, including both cash collections and accounts receivables, shall be the sole and exclusive property of Department, whether received by Department or Physician and whether received during the term of this Agreement or anytime thereafter.

Physician hereby assigns all rights to said fees and accounts to Department and shall execute all documents required from time to time by Department and otherwise fully cooperate with Department to enable Department to collect fees and accounts from patients and third-party payers.

3.6 MAXIMUM PAYABLE.

The maximum compensation payable under this Agreement shall not exceed **$** plus applicable County paid benefits over the term of this Agreement. In no event shall the maximum amount payable by County to Physician pursuant to this Agreement, inclusive of benefits, exceed the aggregate sum, unless this Agreement is modified in writing and signed by the parties

IV. BENEFITS PACKAGE.

4. RETIREMENT.

4.1 DEFINED BENEFIT PLAN.

Physician shall be eligible to participate in the Kern County Employees' Retirement Association ("KCERA") the same as all general members of the KCERA, which provides a benefit formula factor of **1.62** percent at age **65.** Physician will be responsible for contributing **100%** of any employee contribution.

4.2 PARTICIPATION IN COUNTY RETIREMENT SYSTEM.

As required by the California Employees Retirement Law of 1937, physician shall be a member of the Kern County Employees Retirement Association (“KCERA”). Physician shall make the required 50% employee contribution based on being classified as a “General Tier II (“1.62% at 65”) PEPRA member.” The exact amount will be calculated by KCERA upon employment.

4.3 DEFERRED COMPENSATION: MATCHING CONTRIBUTIONS.

Physician shall be eligible to participate in the Kern County Deferred Compensation Plan (the "Plan") on a pre-tax basis. Physician shall be subject to all terms and conditions of the Plan document and section 457 of the Internal Revenue Code, as modified from time to time. Physician shall qualify for matching employer contributions pursuant to section 8.02 of the Plan document. The matching employer contribution shall not exceed **6%** of Physician's compensation for the same biweekly pay period or the dollar limitation in effect under section 457 of the Internal Revenue Code, as modified from time to time.

4.4 PREMIUM PAY.

Physician shall receive premium pay equal to **6%** of his salary.

4.5 HEALTH CARE COVERAGE.

Physician shall receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible County employees. Physician shall be required to pay **20%** of the current biweekly premium for medical, dental, prescription and vision coverage. Physician's initial hire date is the initial opportunity to enroll in the health plan. Physician must work at least **40 hours** per biweekly pay period to be eligible for coverage.

4.6 HOLIDAYS.

Physician shall be entitled to all holidays authorized as official holidays for County employees. A holiday occurring on a Sunday shall be observed on the following Monday and a holiday occurring on a Saturday shall be observed on the preceding Friday. In the event Physician is scheduled to and work on a holiday, he shall be entitled to an equivalent period of time off at a later date or overtime rate as defined by time and one half of his daily wages. In the event that Winter Recess Leave is granted for County employees, Physician shall be entitled to receive same paid time off as regular County employees. If the physician is scheduled to work Winter Recess Leave the unused days shall be available for later use but prior to next approved Winter Recess Leave. If these days remain unused prior to the next Winter Recess Leave these days will be forfeited and will no longer be available for use.

4.7 VACATION.

Physician shall be credited with vacation leave of **8.3 hours** for each pay period of service, for a maximum accrual of **216 hours per year**. Vacation leave will accrue from the Effective Date and may be taken at any time thereafter. Total unused vacation leave accumulated will not exceed a maximum of **672 hours**. No further vacation leave will accrue as long as Physician has the maximum number of hours credited. The Department director must approve all vacation leave in advance. Physician will be paid for accrued and unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Physician's current hourly rate for teaching and administrative duties. All payments made by County to Physician under this paragraph will be subject to all applicable federal and state taxes and withholding requirements.

4.8 SICK LEAVE.

Physician shall accrue sick leave in accordance with County policy, as amended from time to time. Physician will not be paid for accrued and unused sick leave upon termination of employment.

4.9 EDUCATION LEAVE.

Physician shall receive **80 hours** paid education leave annually. The first 80 hours will accrue on the Effective Date. On each successive anniversary date of this Agreement, if any, an additional 80 hours paid education leave will accrue. Education leave must be used within the year that it is accrued. Physician will not be paid for unused education leave upon termination or expiration this Agreement. The Medical Director or designee must approve education leave in advance of use. Physician's participation in educational programs, services or other approved activities set forth herein shall be subordinate to Physician's obligations and duties under this Agreement.

4.10 CME EXPENSE REIMBURSEMENT.

County shall reimburse Physician for all approved reasonable and necessary expenditures related to continuing medical education in an amount not to exceed **$** per year, payable in arrears, in accordance with County policy, as amended from time to time. This amount may not be accumulated or accrued and does not carry forward to the following year.

4.11 ATTENDANCE AT MEETINGS.

Physician shall be permitted to be absent from the Department during normal working days to attend professional meetings and to attend such outside professional duties in the healthcare field as may be mutually agreed upon between Physician and the Department director. Attendance at such approved meetings and accomplishment of approved professional duties will be fully compensated service time and will not be considered vacation or education leave.

4.12 VOLUNTARY BENEFITS

KERNSFLEX.

Physician shall be eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by Physician if Physician elects to participate in the plan.

Physician shall be eligible to purchase Long Term Disability or Short-Term Disability insurance coverage through payroll deduction on a post-tax basis. This is a voluntary benefit that is paid by Physician, if Physician elects to participate in the plan.

4.13 UNPAID LEAVE OF ABSENCE.

Physician may take an unpaid leave of absence not to exceed 56 days per calendar year.

4.14 EMPLOYEE ASSISTANCE/WELLNESS PROGRAMS.

Physician shall be eligible to participate in any County-sponsored employee assistance and employee wellness programs.

4.15 LIMITATION ON BENEFITS.

Except as expressly stated herein, Physician shall receive no other benefits from County.

5. ASSIGNMENT.

Physician shall not assign or transfer this Agreement or his obligations hereunder or any part thereof. Physician shall not assign any money due or which becomes due to Physician under this Agreement without the prior written approval of County.

6. ASSISTANCE IN LITIGATION.

Upon request, Physician shall support and assist County as a consultant or expert witness in litigation to which the County is a party.

7. AUTHORITY TO BIND COUNTY.

It is understood that Physician, in his performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

8. CAPTIONS AND INTERPRETATION.

Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

9. CHOICE OF LAW/VENUE.

This Agreement shall be construed and enforced under and in accordance with the laws of the State of California, with venue of any action relating to this Agreement in the County of Kern.

10. COMPLIANCE WITH LAW.

Physician shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made apart hereof and incorporated herein by reference.

11. CONFIDENTIALITY.

Physician shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in response to a validly issued subpoena or other process of law or as required by Government Code sections 6250 et seq. Upon completion of the Agreement, the provisions of this paragraph shall continue to survive.

12. CONFLICT OF INTEREST.

Physician covenants that he has no interest and that he will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law (Gov. Code, §§ 81000 et seq.) or that would otherwise conflict in any manner or degree with the performance of his services hereunder. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof.

13. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. DISPUTE RESOLUTION.

In the event of any dispute involving the enforcement or interpretation of this Agreement or any of the rights or obligations arising hereunder, the parties shall first attempt to resolve their differences by mediation before a mediator of their mutual selection. If the parties are, after mutual good faith efforts, unable to resolve their differences by mediation, the dispute shall be submitted for trial before a privately compensated temporary judge appointed by the Kern County Superior Court pursuant to Article VI, section 21 of the California Constitution and Rules 3.810 through 3.830 of the California Rules of Court. All costs of any dispute resolution procedure shall be borne equally by the parties.

15. ENFORCEMENT OF REMEDIES.

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. INDEMNIFICATION.

County shall assume liability for and indemnify and hold Physician harmless from any and all claims, losses, expenses, costs, actions, settlements, attorneys' fees and judgments incurred by Physician or for which Physician becomes liable, arising out of or related to services rendered or which a third party alleges should have been rendered by Physician pursuant to this Agreement.

County's obligation under this paragraph shall extend from Physician's first date of service to County and shall survive termination or expiration of this Agreement to include all claims that allegedly arise out of services

Physician rendered on behalf of County; provided, however, that the provisions of this paragraph shall not apply to any services rendered at any location other than BHRS Behavioral Health Clinics without approval by the Kern County Board of Supervisors and, provided further, that County shall have no duty or obligation to defend, indemnify, or hold Physician harmless for any conduct or misconduct found to be intentional, willful, grossly negligent, or criminal.

17. INVALIDITY OF A PORTION.

Should a portion, section, paragraph or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent State or federal agency, the balance of the Agreement will remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe the Agreement in such a manner as will carry into force and effect the intent appearing herein.

18. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. NON-APPROPRIATION.

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Physician, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Physician will be given 30 days' prior written notice in the event that County requires such an action.

20. NONDISCRIMINATION.

No party to this Agreement shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation, ancestry, physical or mental disability, medical conditions, political affiliation, veteran's status, citizenship or marital or domestic partnership status or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

21. NON-WAIVER.

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Physician. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. NOTICES.

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

1) To County: Kern Behavioral Health and Recovery Services
Director
PO Box 1000
Bakersfield, CA 93302-1000
cc: Contracts Management

2) To Physician: DOCTOR
ADDRESS 1
ADDRESS 2

23. RELATIONSHIP.

County and Physician recognize that Physician is rendering specialized, professional services. The parties recognize that each is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same. Physician acknowledges that he shall not be deemed a classified employee or have any right or protections under County's civil service ordinance, rules or regulations.

24. SEVERABILITY.

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

25. SOLE AGREEMENT.

This Agreement contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

26. TERMINATION.

26.1 Termination without Cause.

Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than 120 days' prior written notice to the other party.

26.2 Immediate Termination.

Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Physician, for any of the following reasons: (i) County determines that Physician does not have the proper credentials, experience, or skill to perform the required services under this Agreement; (ii) continuation by Physician in the providing of services may result in civil, criminal, or monetary penalties against County, Department (iii) the violation of any federal or State law or regulatory rule or regulation or condition of accreditation or certification to which County, Department is subject; (iv) an unauthorized use or disclosure of confidential or proprietary information by Physician which causes material harm to County, Department; (v) commission of a material act involving moral turpitude, fraud, dishonesty, embezzlement, misappropriation or financial dishonesty by Physician against County, Department; or (vi) the loss or threatened loss of County's ability to participate in any federal or state health care program, including Medicare or Medi-Cal, due to the actions of Physician.

26.3 Reduction of Need. County may terminate the employment of Physician based on a reduction of need by giving not less than 30 days' prior written notice.

27. EFFECT OF TERMINATION.

27.1 Payment Obligations. In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Physician after the effective date of the termination, and Physician shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

27.2 Vacate Premises. Upon expiration or earlier termination of this Agreement, Physician shall immediately vacate County facilities, removing at such time any and all personal property of Physician. County may remove and store, at the expense of Physician, any personal property that Physician has not so removed.

27.3 No Interference. Following the expiration or earlier termination of this Agreement, Physician shall not do anything or cause any person to do anything that might interfere with any efforts by County to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between County and any person who may replace Physician.

27.4 No Hearing Rights. Termination of this Agreement by County or Department for any reason shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the County policies.

IN WITNESS TO THE FOREGOING, the parties have executed this Agreement as of the day and year first written above.

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

By: _____

Director

COUNTY OF KERN
Board of Supervisors

By: _____

_____, Chair
"County"

APPROVED AS TO FORM:
Office of the County Counsel

By:_____
County Counsel

DOCTOR

By:_____
DOCTOR
"Physician"

HUMAN RESOURCES

By_____

Chief Human Resources Officer

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT "A"

JOB DESCRIPTION

Physician shall provide psychiatric services for individuals served by the Kern Behavioral Health and Recovery Services ("BHRS" or "Department"), the UCLA-Kern psychiatry residency/fellowship program ("Program"). Critical needs focus on the provision of comprehensive clinical coverage, direct patient care, resident physician and medical student education, and scholarly research.

Position Summary:

1. Reports to the Department director through the Department chair.

2. Provides both in person and telepsychiatry coverage (as determined by BHRS Medical Director only) for the Department and meet the Department's technology standards and requirements for telepsychiatry service as outlined in Telepsychiatry Standards Guidance procedure. Telepsychiatry coverage shall not exceed 50% of physicians scheduled hours, except as noted below.

    a. Any short-term temporary telepsychiatry coverage in excess of 50% telepsychiatry must be pre-approved by Medical Administrator and Medical Director with a defined end date and must not interfere with Department operations. Department retains the right to revoke this approval at any time with 30-day prior notice to physician.

    b. In the event of a declared state of emergency which requires the Department to adopt disaster response operations, changes to the maximum allowable telepsychiatry coverage are allowable as determined by the Medical Services Administrator or designee. Any changes shall be in accordance with Department safety and operating standards and can be modified as needed to ensure the safe continuation of operations.

3. Physician's scheduled days and times and clinical, supervisory, and/or administrative assignments shall be mutually agreed upon by physician and Department prior to instating said changes.

4. Serves as a psychiatrist in the Department, UCLA training program, and includes other clinical, educational and research duties as assigned by the Department director to meet the mission, vision and strategies of BHRS and UCLA training program.

Clinical Responsibilities:

1. Provides appropriate clinical coverage as assigned.

2. Completes medical record and other appropriate documentation within time frames established by the Department director as outlined in policy **5.1.21 Progress Note Documentation Standards**.

3. Shares responsibilities with other psychiatrists for all clinical settings as assigned.

4. Responds to calls received from BHRS for coverage and consultations.

5. Provides call coverage[1] as assigned.

6. Provides other clinical activities as assigned by the Medical Director and Joint Chair of Psychiatry.

7. Screens client at every contact utilizing the CSSRS and following the Zero Suicide Protocol, unless otherwise clinically indicated.

Administrative Responsibilities:

1. Gathers data through best practices and collaborates with other members of the Department to recommend services that will increase productivity, minimize duplication of services, increase workflow efficiency, and provide the highest quality of care to individuals served by BHRS.

2. Supports the Department in developing monitoring tools to measure quality, access, financial and satisfaction outcomes for psychiatry and residency training program as assigned

3. Attends and actively participates in assigned Medical Staff meetings.

4. Participates in the Department's efforts to ensure safe and effective prescribing methods are being utilized. It is the expectation of the Department that all physicians achieve an eighty (80) percent or higher rating on each completed review. In the event that a review results in a score lower than eighty (80) percent, Physician shall participate in a meeting to review the outcome as the Medical Director or their designee may call.

Teaching Responsibilities:

1. Assists in preparing didactic curriculum and teaching conferences for resident and/or fellow physicians and medical students.

2. Assists the Residency Program Director through individual monitoring, counseling, and evaluation of the resident and/or fellow physicians as appropriate.

3. Supports the Residency Program Director by interviewing residency or fellowship applicants.

4. Prepares resident and/or fellow physicians for written and oral boards and reviews case logs.

5. Assists with resident and/or fellow research and scholarly activities.

NOTE: Call coverage is defined as follows: (a) weekday night call coverage - Monday through Thursday from 5:00 p.m. to 8:00 a.m.; (b) weekend call coverage - Friday at 5:00 p.m. to Monday at 8:00 a.m.; and (c) holiday call coverage – day of holiday 8:00 a.m. through following day 8:00 a.m.

Contract Employee Agreement

PSYCHIATRIC PHYSICIAN SERVICES

EXHIBIT "C" – FUNDING SCHEDULE

JULY 1, 20XX – JUNE 30, 20XX

BUDGET UNIT 4120	TOTAL FUNDING
MAXIMUM REIMBURSEMENT	

SERVICE DELIVERY LOCATIONS:

SITE 1: KERN COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS)

EXHIBIT D

TELE-HEALTH AND REMOTE ACCESS ATTESTATIONS

All contracted agencies wishing to utilize Tele-Health technology and/or remote computer access from a location that is not identified as part of the agreement between County of Kern and said agency, or a location that is not under the direct control of Contractor must execute and return this Attestation to Kern Behavioral Health and Recovery Services.

Instructions:

A. When Contractor is in full compliance with all items in the Attestation:
1. Initial in the space next to each numbered item to confirm compliance.
2. CEO or Designee must sign at the end of this form
3. Date and return to the County's Contract Administrator

B. When Contractor is not in full compliance:
1. Any item not initialed will require an explanation (via an addendum) stating why Contractor is not in compliance with that item.
2. Contractor must specify one date in the addendum when all items in the Attestation will be in compliance.
3. CEO or Designee must sign at the end of this form
4. Date and return to the County Contract Administrator

County reserves the right to monitor and take actions regarding instances of non-compliance.
I, _____, as the psychiatrist, for BHRS, Address , hereby attest regarding my organizations compliance with the following requirements:
If Contractor site is Medi-Cal certified and said site is not included as a site in a BHRS agreement, Contractor shall submit a copy of the Medi-Cal certification.

1. _____ Paper records/charts shall not be maintained at the remote Tele-health location with the exception of Psychotherapy Notes. Psychotherapy notes shall, at a minimum, be protected within a double-locked storage area. This would include, but not be limited to, a locked file cabinet within a locked office area. Keys shall be accessible only to the rendering provider.

2. _____ No party other than Contractor may be permitted in the Tele-health treatment area while psychotherapy notes are unsecured.

3. _____ Contractor shall maintain a list of the occupants of the facility to be used for Tele-health services. Such list shall be available upon request of the Department.

4. _____ All medical records/notes with the exception of Psychotherapy Notes shall be maintained.

5. _____ All physical artifacts, other than those considered part of Psychotherapy Notes, shall be destroyed within twenty four (24) hours.

6. _____ The computer utilized to access the electronic health record shall be used exclusively by Contractor. No other person, including other household members, family members or visitors, shall have access to, or the ability to use this computer.

7. _____ The computer shall be protected by a “Strong” password consisting of upper- and lower-case alpha characters, numeric characters and “special” characters. Said password must be a minimum of ten (10) characters in length and must be changed a minimum of every ninety (90) days. In addition to a strong password, biometric identification is encouraged upper- and lower-case alpha characters, numeric characters and “special” characters

8. _____ Access to the County network and the County EHR shall be through the use of established Virtual Private Network (VPN) procedures and software provided by County.

9. _____ The computer system shall have a recognized top-tier anti-virus software installed and activated at all times.

10. _____ Contractor shall not store any PHI on the computer system. This includes the “C:” drive as well as any removable storage.

11. _____ If utilizing a wi-fi network, said network must be configured to not broadcast the network ID (SSID) and must be protected with a minimum of 128-bit encryption.

12. _____ A password protected screen saver with a timeout not to exceed ten (10) minutes must be utilized.

13. _____ The use of e-mail to communicate PHI is strongly discouraged. Should it become necessary to communicate PHI in this manner, an e-mail system validated as FIPS 140-2 compliant must be used. If said e-mail system is not compliant, then the PHI shall only reside in an encrypted attachment file. Said attachment file shall be encrypted using an encryption tool validated as FIPS 140-2 compliant at a minimum of 128-bit AES or 3-DES (Triple DES). BHRS will supply appropriate software to perform this encryption. The pass phrase for the encrypted file must be a “Strong” password and must be transmitted in a separate e-mail from the one used to send the encrypted PHI file.

14. _____ Contractor ensures that they have identified an Information Security Officer.

15. _____ Contractor ensures that HIPAA Privacy and Security training of personnel with access to the EHR is conducted upon hire and annually thereafter. County will monitor the attendance of required HIPAA Privacy and Security trainings for Contractor through the Relias training system for Contractor utilizing this program. If Contractor does not have access to Relias, Contractor will need to develop an internal tracking mechanism to monitor their staff’s attendance. This tracking system should be available for the County to review at any time to ensure that these required trainings are being completed.

Please provide an attached addendum page(s) with an explanation for all items above not initialed. List each omitted item by number, and for each item, state the reason Contractor is not currently in compliance, and the date it expects to be in compliance with all items. Once Contractor is able to certify compliance to all sixteen (16) items in the Attestation, Contractor is to resubmit a signed Attestation to County. Failure to submit a signed approved Attestation may be a material breach of this agreement. If the Provider Site is within the boundaries of the county, the Department will, at its discretion, perform random and unannounced audit visits of the site to observe compliance with this list of tele-health/remote access requirements. If the Provider Site is outside of

Kern County, it will be the responsibility of Contractor, at Contractor's expense, to audit the Provider site at least annually and to report the results of those audits to the Department.

ATTESTATION

I hereby certify under penalty of perjury that, to the best of my knowledge, information, and/or belief, and to the extent indicated or as limited above and/or in any attached addendum, Contractor is currently in compliance with this specified list of Tele-health/Remote access related requirements, and that the corresponding, supporting documents and records are available and accessible to the County upon request. I am aware that the documents and records may be requested at any time, including during an onsite review.

Executive Officer/or Designee:_____ Date: _____

Print Name: _____ Print Title: Psychiatrist

CONTRACT EMPLOYEE AGREEMENT

EXHIBIT E

CREDENTIALING AND RE-CREDENTIALING REQUIREMENTS

A. BHRS will establish and conduct a provider Credentialing Program for credentialing and re-credentialing Contractor's network treatment providers. Contractor shall agree to comply with the terms set forth herein.

1. Contractor shall adhere to the California Department of Health Care Services' (DHCS) statewide uniform provider credentialing and re-credentialing requirements, established pursuant to Title 42 of the Code of Federal Regulations, Part 438.214.

2. BHRS will ensure that Contractor and its employees, agents, or subcontractors are qualified in accordance with current legal, professional, and technical standards, and are appropriately licensed, registered, waivered, and/or certified.

3. Contractor and its employees, agents, or subcontractors must be in good standing with the Medicaid/Medi-Cal programs. Any provider of Contractor, including contracted organizational providers, provider groups, and individual practitioners, who are excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in any BHRS provider network.

4. The uniform credentialing and re-credentialing requirements apply to all licensed, waivered, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors, employed by or contracting with BHRS to deliver Medi-Cal covered services.

B. Contractor shall observe the following requirements:

1. For all licensed, waivered, registered and/or certified providers, BHRS will verify and document the information listed below. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by BHRS through an auditing process of Contractor's primary source verification efforts or by Contractor's submitting these documents directly to the BHRS Credentialing Unit or designee. This will be required unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification, and/or registration board.

2. Contractor shall submit the following information for their employees, agents, or subcontractors at the time of hire and at the various timelines listed below to the BHRS Credentialing Unit or designee. BHRS reserves the right to audit the primary source verification that Contractor reports it is doing for their employees on a quarterly basis. Regardless of whether Contractor submits all information to BHRS to credential or Contractor's credentialing process is audited, Contractor must submit all credentialing requirements to BHRS Credentialing team or designee at the time of hire of any new employee. Contractor will also notify BHRS Credentialing team when an employee separates from their organization to ensure that credentialing/re-credentialing efforts are not continued for separated employees.

3. Primary Source Verification shall be required in the following areas at the time of hire and every three (3) years thereafter unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board:

a. The appropriate license and/or board certification or registration, as required for the particular provider type;

b. Evidence of graduation or completion of any required education, as required for the particular provider type;

c. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

d. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

2. **Additional information** shall be required in the following areas from Contractor and its employees, agents, or subcontractors, as applicable, at the time of hire and every three (3) years thereafter

a. Work history;

b. Hospital and clinic privileges in good standing;

c. History of any suspension or curtailment of hospital and clinic privileges;

d. Current Drug Enforcement Administration identification number;

e. National Provider Identifier number;

f. Current malpractice insurance in an adequate amount, as required for the particular provider type;

g. History of liability claims against the provider;

h. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/ ;

i. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp

j. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;

k. Employee Attestation consisting of five (5) required elements:

1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation

2. A history of loss of license or felony conviction;

3. A history of loss or limitation of privileges or disciplinary activity;

4. A lack of present illegal drug use; and

5. The application's accuracy and completeness

l. Other sources pertinent to the credentialing or recredentialing process as identified by BHRS.