

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-9

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE June 19, 2012

4/5 Vote Required YES NO

SUBJECT:

Approval of the Agreement with Center for Human Services for Community-Located Alcohol and Other Drug Intensive Outpatient Treatment Services for Budget Year 2012-2013

STAFF RECOMMENDATIONS:

1. Approve the agreement with Center for Human Services for Community-Located Alcohol and Other Drug Intensive Outpatient Treatment Services during Budget Year 2012-2013.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreement for Budget Year 2012-2013 reflected in this agenda item.

FISCAL IMPACT:

The budget submitted by Behavioral Health and Recovery Services for Budget Year 2012-2013 includes funding in the amount of \$150,000 for the agreement listed in this agenda item. There is no impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2012-296

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) is an integrated system that provides a wide range of specialty Mental Health services as well as Alcohol and Other Drug services to individuals and groups throughout Stanislaus County. BHRS has been negatively impacted by a continuing shortfall in the funding for Alcohol and Other Drug (AOD) services. As a result, the Alcohol and Other Drug services that used to be provided in various clinic locations throughout the County are now consolidated into the Stanislaus Recovery Center (SRC) in Ceres and the Narcotic Replacement Therapy services provided through the Genesis program at 800 Scenic Drive in Modesto. In addition to the residential treatment services, SRC staff provide intensive outpatient services at that location.

In order to gain a broader perspective and help develop possible solutions, BHRS convened an extensive stakeholder process. BHRS extended invitations to a wide array of partners to participate in the stakeholder process. Participating stakeholder groups included people in recovery, family members, community leaders, faith-based leaders, non-profit providers, private sector providers, BHRS staff members, union members, BHRS Senior Leadership Team members, senior leaders from other county agencies, representatives from the County CEO's office, representatives from the Advisory Board on Substance Abuse Programs, the Mental Health Board, and others.

Each stakeholder group selected delegates and alternates as representatives and those delegates met for a total of 8 sessions between November 30, 2010 and March 2, 2011. Average attendance at each of these sessions was well over 60 individuals, including delegates, alternates and interested observers. In addition, three ad hoc workgroups met to develop proposals to address several issues that arose during the deliberations. One of the recommendations that derived from this process was to fund community-located outpatient and intensive outpatient treatment services for men and women who reside in Stanislaus County and who meet the guidelines and eligibility to receive these federally funded services.

A Request for Proposal, RFP 11-44-SS, was conducted through the County General Services Agency (GSA) on February 1, 2012, resulting in proposals from two organizations by the submission deadline of March 15, 2012. The evaluation of both RFP proposals led to the selection of Center for Human Services to provide Community-Located Alcohol and Other Drug Intensive Outpatient Treatment Services for the Budget Year 2012-2013. On April 13, 2012 GSA notified both RFP respondents of the outcome of their RFP proposals.

The scope of services developed for the RFP and included in this resulting agreement are for the provision of community-located intensive outpatient group services, including assessment, case management, treatment planning, treatment, and referrals, and individual sessions at admission and discharge. All aspects of the program shall be in compliance with the requirements of the State Department of Alcohol and Drug Programs Outpatient Certification Standards, the Standards for Drug Treatment Programs and the Substance Abuse Prevention and Treatment Block Grant Regulations. The SRC staff that previously provided these services from one single location at SRC will be transferred to vacant positions within BHRS where their services are needed.

BHRS requests approval of the agreement with Center for Human Services to provide Community-Located Alcohol and Other Drug Intensive Outpatient Treatment Services for the Budget Year 2012-2013.

POLICY ISSUES:

Approval of the agreement meets the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver needed services at an appropriate level of care in a cost effective manner.

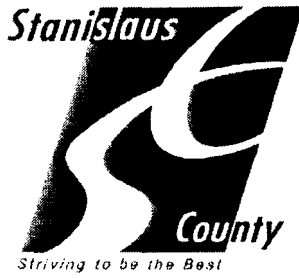
STAFFING IMPACT:

Existing department staff is available to support this contracting effort.

CONTACT:

Linda Downs, Assistant Director.

Telephone 525-6225.



PROVIDER AGREEMENT

BETWEEN

STANISLAUS COUNTY

BEHAVIORAL HEALTH AND RECOVERY SERVICES

AND

Center for Human Services

**Community-Located Alcohol and Other Drug Intensive
Outpatient Treatment Services**

July 1, 2012 – June 30, 2013

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AGREEMENT

Community-Located Alcohol and Other Drug Outpatient and Intensive Outpatient Treatment Services

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and **Center for Human Services**, a California Nonprofit Corporation with its principal place of business identified in **Section 23**, hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY, through Behavioral Health and Recovery Services, wishes to provide high quality community located Alcohol and Other Drug (AOD) Intensive Outpatient Program Services for men and women who reside in Stanislaus County and who meet the guidelines and eligibility to receive these federally funded services; and,

WHEREAS, CONTRACTOR provides such services in the County of Stanislaus and wishes to partner with Stanislaus County Behavioral Health and Recovery Services; and

WHEREAS, as a result of RFP 11-44-SS, CONTRACTOR was awarded this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS

The recitals set forth above are a material part of this Agreement.

2. SERVICES

Services required under this Agreement are described in the attached exhibit(s).

3. NONDISCRIMINATION

3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment

and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 3.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

4. BILLING AND PAYMENT

- 4.1 Payment information is identified in the attached exhibit(s).
- 4.2 CONTRACTOR shall submit invoices to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, CA 95350, on a monthly basis. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month.
- 4.3 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of BHRS, State, or Federal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.
- 4.4 Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that COUNTY uses to support this Agreement, the parties agree to re-negotiate the applicable terms.
- 4.5 Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

5. CULTURAL COMPETENCY

- 5.1 CONTRACTOR shall insure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

- 5.2 COUNTY will provide the Cultural Competence Plan (CCP) to CONTRACTOR when submitted to the California Department of Mental Health and as updated annually.
 - 5.3 CONTRACTOR shall adhere to the provisions of the COUNTY CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
 - 5.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.
 - 5.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Oversight Committee.
 - 5.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.
- 6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**
- 6.1 See Exhibit C for compliance with the HIPAA Privacy Rule and Security Standards.
 - 6.2 CONTRACTOR shall ensure staff have received training on HIPAA requirements and is familiar with the BHRS Privacy Policy.
 - 6.3 CONTRACTOR shall participate in COUNTY compliance HIPAA Audits as requested by COUNTY.
- 7. QUALITY MANAGEMENT**
- 7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
 - 7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews.
 - 7.3 CONTRACTOR will be required to attend and participate in COUNTY's monthly Alcohol and Drug Quality Improvement Council (QIC) meetings.
- 8. COMPLIANCE**
- 8.1 COUNTY has accepted as policy an Organizational Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and

- guidelines. It is expected that CONTRACTOR shall maintain a similar compliance plan for its organization, which is consistent with COUNTY's Plan.
- 8.2 CONTRACTOR shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
- 8.3 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- 8.4 CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with CONTRACTOR.
- 8.5 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
- 8.6 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
- 8.6.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
- 8.6.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
- 8.6.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
- 8.6.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these

references will not change from time to time.

8.6.4.1 OIG list is currently found at the following web address:

<http://exclusions.oig.hhs.gov/>

8.6.4.2 A link to the S&I list is currently found at the following web

address: <http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

9. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

- 9.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution.
- 9.2 Participants shall be provided a copy of their rights, which shall include the right of appeal and the right to be free from sexual harassment and sexual contact, by members of the treatment, recovery, advisory, or consultant staff.
- 9.3 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

10. CONFIDENTIALITY

- 10.1 CONTRACTOR and its officers, employees, agents representative, subcontractors and all others acting on behalf of CONTRACTOR shall conform to and monitor compliance with all County, State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.
- 10.2 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Welfare and Institutions Code Section 14100.2; Health and Safety Code Section 11977; Title 22, California Code of Regulations, Section 51009; and Part 2, Title 42, Code of Federal Regulations. Confidentiality regulations shall apply to all electronic media.

11. MONITORING/REVIEW ASSISTANCE

- 11.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
- 11.2 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the COUNTY deems necessary to monitor and audit services rendered.
- 11.3 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review.
CONTRACTOR shall also provide any necessary assistance to COUNTY and the External Quality Review Organization contracting with the State Department of Mental Health in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. CONTRACTOR shall correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

12. RECORDS

- 12.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in providing services pursuant to this Agreement.
- 12.2 CONTRACTOR shall comply with COUNTY's medical records policies and procedures including, but not limited to, those related to requesting and transporting records, filing and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support and technical assistance if needed.
- 12.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures, Drug Medi-Cal regulations and Health Insurance Portability and Accountability Act (HIPAA) regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality

management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

- 12.4 Clinical records shall be the property of COUNTY and maintained by CONTRACTOR in accordance with COUNTY standards.
- 12.5 Each medical record shall be returned to COUNTY at the time the client is discharged.
- 12.6 The CONTRACTOR shall be subject to the examination and audit of the Auditor General after final payment under Government Code, Section 8546.7.
- 12.7 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying by COUNTY, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- 12.8 These books and records shall be maintained for a term of at least five (5) years after final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

13. REPORTING

- 13.1 CONTRACTOR shall enter all required data into the COUNTY's information system. Data must be entered by the fourth working day of each month. COUNTY may withhold payment for services until the entry of data is current.
- 13.2 CONTRACTOR shall submit a six (6) month program report electronically to the following e-mail address: contracts@stanbhrs.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
- 13.3 CONTRACTOR shall submit a year-end (annual) program report electronically by September 30 of each year to the following email address: contracts@stanbhrs.org. The report shall include a summary of the year's

events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

13.4 CONTRACTOR shall submit an annual report on CONTRACTOR's staff language and ethnicity as of the payroll period ending closest to December 1st. This report shall be submitted electronically to BHRS Contract Services by December 31st, to the following e-mail address: contracts@stanbhhs.org.

13.5 Monthly reports to COUNTY shall be in the format prescribed by COUNTY. CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

13.6 CONTRACTOR shall submit to COUNTY any fiscal reporting documents required, including, but not restricted to, monthly requests for payment, an annual report of expenditures, and an annual financial audit performed by an independent public accounting firm.

13.7 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Cod of Regulations.

14. INVENTORY

CONTRACTOR shall furnish COUNTY with, and amend as necessary, a list of all inventory, including computers and associated equipment, in excess of \$1000 purchased with proceeds from this Agreement by December 31. CONTRACTOR shall maintain equipment documents as may be necessary to show clear title and reasonableness of the purchase price. The inventory list shall include an item description, model, serial number, quantity, purchase price, date of purchase, purchase location, inventory location, COUNTY Tag Number, and the name of individual who completed inventory audit.

15. PERSONNEL

15.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit C.

15.2 Personnel providing services shall have a minimum of one year of experience

providing alcohol and/or other drug education/information and treatment or forty (40) hours of intensive orientation and ongoing monthly in services provided by CONTRACTOR in alcohol and other drug education/information. Evidence of such training shall be available for COUNTY review, as necessary.

- 15.3 All personnel records shall document each individual's qualifications, experience and participation in staff training.
- 15.4 All personnel, except outside speakers and volunteers, rendering services under this Agreement shall be employed by CONTRACTOR and shall be appropriately supervised. Services shall be under the direct supervision of CONTRACTOR's Program Supervisor, Coordinator or Manager who meets the minimum qualifications set forth in the previous subparagraph.
- 15.5 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 15.6 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 15.7 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall ensure that staff providing bilingual services are fluent in their identified language.

16. CODE OF ETHICS

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics, a copy of which will be provided to CONTRACTOR upon execution of this Agreement.

17. WORKPLACE REQUIREMENTS

- 17.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager within twenty-four (24) hours of time of occurrence or as soon as possible.
- 17.2 CONTRACTOR shall participate, as appropriate, in COUNTY's Root Cause Analysis investigations related to CONTRACTOR's incidents.
- 17.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as

is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

- 17.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
- 17.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

18. ACKNOWLEDGEMENT

All advertising, public relations and educational material shall mention that CONTRACTOR's Program(s) is funded by the Stanislaus County Board of Supervisors and Behavioral Health and Recovery Services.

19. FINANCIAL RELATIONSHIPS

- 19.1 CONTRACTOR shall maintain statistical records in the manner required by COUNTY, State Department of Alcohol and Drug Programs, and applicable licensing agencies, and make such records available to COUNTY upon request.
- 19.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses, as well as a record of all revenues applicable to services during the period of this Agreement. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the State Controller, and the State Department of Alcohol and Drug Programs, or any of their deputies.
- 19.3 The cost of providing services shall be included in a report of expenditures as part of an annual financial audit conducted by an independent public auditing firm that shall be executed in accordance with generally accepted auditing standards. Such audit must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, as this applies to the OMB Circular A-133, as this applies to the auditing of institutions of higher education and non-profit entities. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year.

19.4 CONTRACTOR shall not use funds provided under this Agreement for the cost of purchasing or improving of land; purchasing, constructing, or permanent improvement of any building or facility, or the purchase of major medical equipment.

20. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY. CONTRACTOR shall comply with all applicable local, state, and Federal laws, rules and regulations.

21. INDEMNIFICATION

21.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of COUNTY or its agents, officers and employees.

21.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

22. INSURANCE

22.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

22.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

22.1.2 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One Million Dollars (\$1,000,000) per incident or occurrence.

22.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

22.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will

pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

- 22.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 22.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 22.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 22.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 22.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 22.8 Insurance shall be placed with California admitted insurers (licensed to do

business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

- 22.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 22.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 22.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

23. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus
Behavioral Health and Recovery Services
ATTN: Contract Manager
800 Scenic Drive
Modesto, CA 95350

Contractor: Center for Human Services
ATTN: Cindy Duenas, MFT, Executive Director
1700 McHenry Village Way, Suite 11B
Modesto, CA 95350

24. CONFLICTS

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

25. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

26. AMENDMENT

This Agreement may only be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

27. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

28. RELATIONSHIP OF PARTIES

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

29. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision

as of the effective date of such amendment.

30. ASSIGNMENT

30.1 COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably withheld.

30.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

31. AVAILABILITY OF FUNDS

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, or local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

32. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

33. VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

34. TERM

34.1 This Agreement shall commence on July 1, 2012, and continue through June 30, 2013. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the

Agreement, or revoke the termination upon application by CONTRACTOR.

34.2 This Agreement shall terminate upon automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.


35. SURVIVAL

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 4, "Billing and Payment", Paragraph 10, "Confidentiality", Paragraph 12, "Records", Paragraph 21, "Indemnification", and Paragraph, 30, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

CENTER FOR HUMAN SERVICES


for 

Madelyn Schlaepfer, Ph.D., CEAP
Behavioral Health Director




Cindy Duenas, MFT
Executive Director

APPROVED AS TO CONTENT



Adrian Carroll, MFT
Associate Director

APPROVED AS TO FORM
John P. Doering, County Counsel



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2012-296, June 19, 2012

1. SERVICES

- 1.1 Contractor shall provide Intensive Outpatient Group Services defined as AOD groups for three (3) hours in duration, three (3) times per week, for up to three to six (3-6) months; that translates to thirty-six (36) groups sessions in three (3) months, plus including at a minimum one individual session at admission and discharge and for each Treatment Planning session that exceeds the 90 days. This also includes urinalysis testing a minimum of one time per month or more or as needed for cause.
- 1.2 All aspects of the program shall be in compliance with requirements of the State Department of Alcohol and Drug Programs Outpatient Certification Standards that replace the Standards for Direct Alcohol Program Services (Revised December 1, 1984) and the Standards for Drug Treatment Programs (October 21, 1981) and Substance Abuse Prevention and Treatment Block Grant (Federal Catalog 93.959, 1993) Regulations.
- 1.3 Contractor shall conduct an Intake Assessment within ten working days of potential participant seeking services or of receiving a referral.
- 1.4 Contractor shall include administration of the State-adopted Addiction Severity Index (ASI), or use of self administered INFLEXXION the results of which shall be used to develop, in conjunction with the participant, a Treatment Plan.
- 1.5 Contractor shall include the implementation of BHRS AOD Cross System Phases of Recovery for Adult and Older Adolescents in IOP Services. It is not required that clients go through all phases as movement through these phases is client centered and steady progress is the goal.
- 1.6 Contractor shall provide case management services to ensure that program services, advocacy, referral, and linkages to other service providers in the community are made available to participants.
- 1.7 Contractor shall randomly perform urinalysis testing of program participants at least one (1) time per month or more often, if indicated on the participant's treatment plan. With the appropriate release of information on file, results may be provided to referring agencies within a reasonable time period.
- 1.8 Contractor shall promote clean and sober living environments by collaborating with local Sober Living Centers (SLC) which provides 24 hour supervision that some men and women need to benefit from treatment. This may include providing case staffing and case management on site.
- 1.9 Contractor shall effectively coordinate and collaborate with various service providers, including COUNTY's Alcohol and Other Drug Programs.
- 1.10 Contractor shall actively participate in the following meeting, committees or collaborations: the newly implemented Clean and Sober Collaborative, BHRS Cultural Competency Oversight Committee, AOD Quality Improvement Council (QIC), the AOD Peer Review, the AOD Coordinators Committee and any other meetings, committees or collaborations as deemed appropriate by County.

- 1.11 Contractor shall reduce barriers, which negatively impact participants, including geographic barriers, by coordination with available transportation services.
- 1.12 Contractor shall participate in the collection of data for County to support or negate programs effectiveness and regulatory compliance.
- 1.13 Contractor shall participate in County mandated training including Electronic Health Records (EHR), BHRS AOD Cross System Treatment and Recovery Phases for Adults, INFLEXXION, etc.
- 1.14 Contractor shall refer participants identified as dually diagnosed and in need of residential services to County's Behavioral Health and Recovery Services for treatment.
- 1.15 Contractor shall comply with State CalOMS requirements.
- 1.16 Shall comply with California Code of Regulations for individuals providing counseling services in AOD programs (Title 9, Division 4, Chapter 8, and Subchapter 2) requirements. A minimum of one (1) counselor must be AOD certified per site. AOD counselors must be registered prior to providing AOD services and remain current in their registration at all times.

2. OUTCOMES

- 2.1 It is expected that Contractor's program will have success rates that are equal to or better than industry standards as judged by, but not limited to, CalOMS statewide outcomes levels, accrediting bodies, and/or NAITx. County will work with Contractor to monitor and refine the expectations throughout the term of this agreement.
- 2.2 It is expected that consumers will indicate satisfaction with treatment services as measured by the Client Satisfaction Questionnaire (County MHSIP).
- 2.3 It is expected that consumers will indicate an increased utilization of support systems as measured by CalOMS and MHSIP data.
- 2.4 It is expected that Contractor shall administer a customer satisfaction survey to all partners at least once during the contract period. Survey results shall be reported to County. It is expected that all those surveyed will report a satisfactory or above response.

3. BILLING AND PAYMENT

- 3.1 COUNTY shall reimburse CONTRACTOR through the following funding sources: SAPT Block Grant.
- 3.2 In consideration of CONTRACTOR's provision of services under this Agreement, COUNTY shall reimburse CONTRACTOR the costs associated with the operation of the Community IOP an amount not to exceed \$150,000 for the period of July 1, 2012 through June 30, 2013.

4. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

**Confidentiality and Information Security Provisions
Direct Service Providers**

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

**BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95320
(209) 525-6225**

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
 - (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DMH Information Security Officer of the Department of Mental Health.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

STATEMENT OF COMPLIANCE

- A. CONTRACTOR agrees, unless specifically exempted, compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Department of Mental Health's Complaint Process.
 5. All provision of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Department of Mental Health so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.
- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.
 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.
- C. The County and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
- E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

BOARD OF SUPERVISORS
2012 JUL 11 10:20

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Riverbank Unified School District ("Contractor") on July 1, 2012.

Recitals

WHEREAS, the County has a need for services to strengthen the capacity of the network of Promotores and Community Health Workers who support the emotional health and wellbeing of individuals who are culturally and geographically underserved within Stanislaus County; and

WHEREAS, the County desires to develop formal partnerships with Promotores and Community Health Outreach Workers throughout Stanislaus County that provide (1) "Heartfelt Service", (2) culturally sensitive services, and (3) are trusted in the community.

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

WHEREAS, County desires and CONTRACTOR agrees to support the development of the Promotores and Community Health Outreach Workers (CHOW) model within their respective community;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1) **Scope of Work**

a) The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

b) All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

c) Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards

established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2) Consideration

a) County shall pay Contractor as set forth in Exhibit A.

b) Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

c) County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

d) Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3) Term

a) The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

b) Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

c) This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

d) The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4) Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor shall comply with all applicable local, state and Federal laws, rules and regulations.

5) Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6) Insurance

a) Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

i) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

iii) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

b) Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

c) The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

d) The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

f) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

g) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies

required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

h) Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

i) Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

j) At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

k) The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7) Defense and Indemnification

a) To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

b) Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8) Status of Contractor

a) All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this

Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or

considered under any circumstances to create an employer-employee relationship or a joint venture.

b) At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

c) Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

d) If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

e) It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

f) It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

g) As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9) Records and Audit

a) Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

b) Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10) Confidentiality

The Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11) Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12) Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13) Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14) Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Behavioral Health Recovery Services
Attention: Contract Manager
800 Scenic Drive, Building 4
Modesto, Ca 95350

To Contractor: Ken Geisick Ed. D
Riverbank Unified School District
2400 Stanislaus St.
Riverbank, CA 95367

15) Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16) Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17) Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and

executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18) Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by

any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19) Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20) Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21) Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

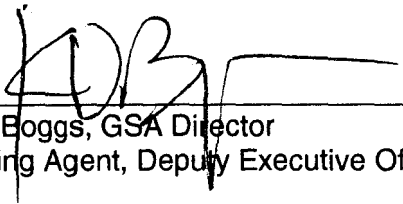
22. Survival

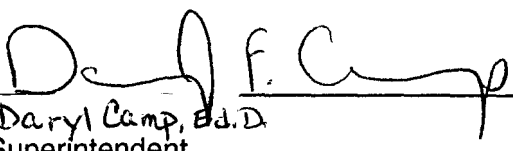
Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement; Paragraph 2, "Consideration", Paragraph 7, "Defense and Indemnification", Paragraph 9, "Records and Audit", Paragraph 10, "Confidentiality"; and Paragraph 12 "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CONTRACTOR


By: 
Keith D. Boggs, GSA Director
Purchasing Agent, Deputy Executive Officer

By: 
Daryl Camp, Ed.D.
Superintendent

"County"

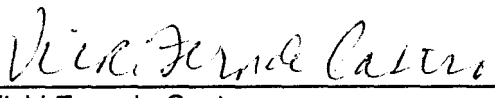
"Contractor"

APPROVED AS TO CONTENT:

By: 
Madelyn Schlaepfer, Ph.D. CEAP
Behavioral Health Director

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Vicki Fern de Castro
Deputy County Counsel

Community Capacity-Building
Promotores/Community Health Outreach Worker
Riverbank Unified School District
Scope of Work

Promotores and Community Health Outreach Workers (CHOW) play a critical role in promoting community-based health education and prevention, particularly in communities historically underserved by the U.S. health care system. Promotores and CHOWs represent a rich spectrum of characteristics that make them the bridge between health care institutions, professional providers and community residents in need of health care services.

A. SERVICES

1. CONTRACTOR shall Develop a Network of Community-Based Promotores in the *Riverbank area of Stanislaus County*.
2. CONTRACTOR shall provide these Prevention and Early Intervention (PEI) Promotores services that support the community's capacity to support the emotional health and wellbeing of individuals in the *Riverbank area of Stanislaus County*
 - 2.1. Identify Promotores through:
 - 2.1.1 Individual engagement and outreach sessions
 - 2.1.2 Community collaborative engagement and outreach sessions
 - 2.2 Recruit Promotores through:
 - 2.2.1 Regularly scheduled group recruitment sessions
 - 2.2.2 Individual recruitment sessions
 - 2.2.3 Community education and outreach
 - 2.3 Train Promotores in the following:
 - 2.3.1 Promotores Well-being Training
 - 2.3.2 General Promotores Training
 - 2.3.3 Other trainings as needed
 - 2.4 Support the development of Promotores by:
 - 2.4.1 Providing individual coaching and or consult sessions
 - 2.4.2 Supporting community project planning and coordination sessions
 - 2.4.3 Providing leadership development sessions
 - 2.4.4 Convening community Promotores support and learning sessions
3. CONTRACTOR shall develop community support for Spanish-speaking communities support groups by:

- 3.1 Convening and leading support group sessions that promote emotional health and wellbeing;
- 3.2 Co-facilitating support groups with the intention of training Promotores in group facilitation;
- 3.3 Support the coordination and planning of support groups
4. CONTRACTOR shall provide Outreach and Engagement (O&E) services to Spanish-speaking communities regarding Behavioral Health & Recovery Services (BHRS).
 - 4.1 Provide O & E for PEI programs and Services through:
 - 4.1.1 Individual outreach and referral sessions
 - 4.1.2 community-based collaborative events and activities
 - 4.2 Engaging in the identification of community assets and resources and developing partnerships to reach Spanish-speaking communities through:
 - 4.2.1 Asset Based Community Development (ABCD) engagement sessions focused on building relationship between Promotor(a) and community assets and or resource partners
 - 4.2.2 ABCD mapping research and development
5. CONTRACTOR shall support the development of the Stanislaus County Promotores Network by providing the following services:
 - 5.1 Planning and support for annual training events and activities by
 - 5.1.1 Attending and supporting planning meetings
 - 5.1.2 Providing direct support for events and activities
 - 5.1.3 Providing community capacity-building support and development by providing training and individual support.
6. CONTRACTOR shall support the Promotores learning group by:
 - 6.1 Participate with the County in the development of Results-based Accountability program performance measures and to explore, learn, and develop practice and standards for the integration of the Promotores model in behavioral health and community-based organization settings.
 - 6.2 Attending and participating in the three learning group sessions.
7. CONTRACTOR shall assist in the identification and development of a sustainability and capacity building plan for existing Promotores efforts.
8. CONTRACTOR shall participate in monthly coordination and development sessions

convened by BHRS PEI Services Manager and the Health Services Agency (HSA) Promotores Capacity-Building Initiative Coordinator.

9. CONTRACTOR and COUNTY shall collaboratively work to develop Results Based Accountability framework for services within this agreement. CONTRACTOR shall have a workable RBA worksheet draft by December 2012.

B. PERFORMANCE OUTCOMES

1. CONTRACTOR shall have developed a network of community-based Promotores in the *Riverbank area of Stanislaus County*.
2. CONTRACTOR shall have provided these PEI services as stipulated in this agreement to 250 unique individuals in the geographical area of *Riverbank*.
 - 2.1 CONTRACTOR shall have supported the on-going development of at least ten (10) individuals in the Promotora Model through identification, recruitment, and training and support services by June 2013.
 - 2.2 CONTRACTOR shall have provided a Promotora Well-being and General Promotora Training in their respective community for ten (10) individuals by June 2013.
3. CONTRACTOR shall have developed community supports for Spanish-speaking communities
 - 3.1 CONTRACTOR shall convened monthly support group sessions that promote the emotional health and wellbeing of the community.
 - 3.2 CONTRACTOR shall supported the on-going development of five (5) support group facilitators with individual coaching and group consult and training.
4. CONTRACTOR shall have provided O & E services to Spanish-speaking communities regarding Behavioral Health & Recovery Services
 - 4.1 CONTRACTOR shall have developed and executed an outreach and engagement plan for their respective community.
5. CONTRACTOR shall have supported the development of the Stanislaus County Promotores Network by providing the following services:
 - 5.1 CONTRACTOR shall have attended monthly Promotores Network Meetings
 - 5.2 CONTRACTOR shall have provided planning and coordination support for four (4) quarterly Promotores Network activities and or events
6. CONTRACTOR shall have produced bi-annual reports on the number of people served

and the type of prevention services provided with PEI funding as defined in the Promotores PEI Data Form (See Appendix C). The mid-year report is due February 2013 and the year end report is due September 2013. All reports shall be forwarded electronically to the Contract office at the email address:contracts@stanbhrs.org.

7. CONTRACTOR shall have participated in monthly coordination and development sessions convened by BHRS PEI Services Manager and the HSA Promotores Capacity-Building Initiative Coordinator.
8. CONTRACTOR shall have developed a workable RBA worksheet draft worksheet by December 2012.

C. BILLING AND PAYMENT

1. In consideration of CONTRACTOR's provision of services required under the Agreement, COUNTY shall reimburse CONTRACTOR through the following funding source: Mental Health Services Act-Prevention and Early Intervention, for costs, associated with operating the program not to exceed \$30,111 for training, salaries, benefits, and operating expenses.
2. CONTRACTOR shall submit written monthly invoices identifying services provided, a description of services and the total charge for services. COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's invoice by COUNTY, for undisputed invoices.
3. Invoices shall be submitted to: Behavioral Health and Recovery Services, Attn: Contract Manager, 800 Scenic Drive, Bldg. 4, Modesto, CA 95350.

D. NON-DISCRIMINATION

Delete Selection 11 in its entirety and replace with the following:

11. Nondiscrimination

11.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

E. FUNDING

If, during the time, which this Agreement is in effect, funds are not allocated to COUNTY or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then COUNTY may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to CONTRACTOR. CONTRACTOR shall have no further obligation to COUNTY.

F. TERM

These services shall commence on July 1, 2012 and continue through June 30, 2013.

BUSINESS ASSOCIATE EXHIBIT

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

If COUNTY becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the COUNTY may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

COUNTY and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

1. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA and HITECH Statutes and Regulations.

1.1 **"Breach"** shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 **Exceptions.** The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 **"Business Associate"(BA)** shall mean CONTRACTOR as identified in this Agreement.

1.3 **"Covered Entity"** shall mean Stanislaus County, Behavioral Health and Recovery Services (COUNTY).

1.4 **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 **“Privacy Rule”** shall mean the Standards for Privacy of individually identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.6 **“Protected Health Information” (PHI)** shall have the same meaning as the term “protected health information” in 45 CFR, Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.8 **“Physical Safeguards”** are physical measures, policies, and procedures to protect a covered entity’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.9 **“Security or Security measures”** encompass all of the administrative, physical, and technical safeguards in an information system.

1.10 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Operations

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

3. Electronic Transmissions

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party's receipt counter as designated by regulation or policy.

4. Security Standards

4.1 BA shall ensure the implementation of safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.

4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity's compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

5. Use and Disclosure of Protected Health Information

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of COUNTY.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

6. Breach Reporting

6.1 During the term of the agreement, BA shall notify COUNTY, in writing, within five (5) business days of the discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which the BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws and regulations. A breach shall be treated as discovered by the BA as of the first day on which such breach or suspected breach is known to the BA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the BA) or should reasonably have been known to the BA to have occurred. BA shall take (a) prompt corrective action to cure any Breach, (b) investigate or fully participate in an investigation of the suspected or actual breach of security, (c) assist the COUNTY in compliance with the Notification in The Case Of Breach requirements of Section 13402 of the HITECH Act, and (d) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Notification of Breach shall be made to:

BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95350
(209) 525-6225

6.2 Reports of suspected and actual breaches to COUNTY shall include the following, at a minimum:

- a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
- b. Identify the nature of the Breach.
- c. Identify the date of the Breach.
- d. Identify the date of discovery of the Breach.
- e. Identify which elements of PHI were breached or were part of the Breach.
- f. Identify who was responsible for the Breach and who received the PHI.
- g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
- h. Identify what BA did or will do to mitigate any adverse affects of the Breach.
- i. Identify BA contact individual and information for COUNTY to obtain additional information, if required.
- j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.
- k. Provide such other information as COUNTY may reasonably request regarding the Breach.

7. Agents and Subcontractors of BA

BA shall ensure that any agent, including subcontractor, to which the BA provides PHI received from, or created or received by BA on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through this Business Associate Exhibit to the BA with respect to such information.

8. Access to PHI

8.1 BA shall provide access, within seven (7) days of such a request, to the COUNTY or, as directed by the COUNTY, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, Section 164.524.

8.2 BA shall, within seven (7) days of such a request, provide individual patient or their legal representative with access to PHI contained in BA's records, pursuant to 45 CFR, Section 164.504 (e)(2)(F).

9. Amendment(s) to PHI

BA shall make any amendment(s) to PHI in a designated record set that the COUNTY directs or at the request of the COUNTY or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

10. Records Available

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY, available to the COUNTY or to the Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the COUNTY or the Secretary of HHS.

11. Retention, Transfer and Destruction of Information

11.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY in a manner that complies with the Privacy Rule. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.2 Prior to termination of this Agreement, the BA may be required by the COUNTY to provide copies of PHI to the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

11.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the COUNTY notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

12. Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

13. Limitation of Damages

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

14. Continuing Privacy and Security Obligation

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

15. Attorney-Client Privilege

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or COUNTY by virtue of this Subparagraph.

16. Interpretation

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the COUNTY to comply with the Privacy Rule and Security Standards.

Staff Name: _____

Date Range: _____ to _____

Date of Service	Type of Service	Activity	Location/ Setting	Age Group (#)	Gender (#)	Race and Ethnicity (#)	Primary Language (#)	Culture (#)
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:
				A: B: C: D: U:	M: F: U:	H: OR: U:	S: OL: U:	L: V: H: OC: U:

Signature

Date