

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE February 10, 2015

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter Into Provider Agreements with Center for Human Services and Sierra Vista Child and Family Services, and Approval to Expand the Behavioral Health and Recovery Services Juvenile Justice Program, for the Provision of the Mental Health Services Act (MHSA) Innovation Learning Project Services

STAFF RECOMMENDATIONS:

1. Approve an agreement for the provision of MHSA Innovation Learning Project Services with Center for Human Services, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.
2. Approve an agreement for the provision of MHSA Innovation Learning Project Services with Sierra Vista Child and Family Services, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.

(Continued on Page 2)

FISCAL IMPACT:

The term of the proposed agreements with Center for Human Services (CHS), Sierra Vista Child and Family Services (SVCFS) and the proposed expansion with Behavioral Health and Recovery Services (BHRS) Juvenile Justice Program is May 1, 2015 through July 30, 2017.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-50

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Approve an expansion for the provision of MHSA Innovation Learning Project Services of the Behavioral Health and Recovery Services Juvenile Justice Program.
4. Authorize the Behavioral Health Director, or her designee, to sign the agreements, and any amendments thereto, with Center for Human Services and Sierra Vista Child and Family Services to provide MHSA Innovation Learning Project Services.
5. Authorize the Behavioral Health Director, or her designee, to submit the MHSA Innovation Learning Projects to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for approval.

FISCAL IMPACT: (Continued)

On September 30, 2014, the Board of Supervisors approved a budget adjustment to the Fiscal Year 2014-2015 BHRS Operating Budget which included \$1,300,000 to fund MHSA Innovation Learning Project Services. If staff recommendations are approved by the Board of Supervisors and the Mental Health Services Oversight and Accountability Commission (MHSOAC) the following project maximums will apply:

MHSA Innovation Learning Project Awardee	Project Maximum
Center for Human Services	\$212,565
Sierra Vista Child and Family Services	\$139,684
BHRS Juvenile Justice Expansion	\$86,502
Total Proposed Project Amounts	\$438,751

The remaining \$861,249 MHSA Innovation Learning Project funds will continue to reside in Deferred Revenue and be available for Innovation expansions through 2016-2017 as needed.

Approval of the recommended agreements and the BHRS Juvenile Justice expansion has no impact to the County General Fund.

DISCUSSION:

Proposition 63, known as the Mental Health Services Act (MHSA), was passed by California voters in November 2004. The Act contained the following five components that have been implemented in stages since January 2006:

Approval to Enter Into Provider Agreements with Center for Human Services and Sierra Vista Child and Family Services and Approval to Expand the Behavioral Health and Recovery Services Juvenile Justice Program, for the Provision of the Mental Health Services Act (MHSA) Innovation Learning Project Services
Page 3

- Community Services and Supports – approved January 2006
- Workforce, Education and Training – approved June 2008
- Prevention and Early Intervention – approved July 2009
- Capital Facilities and Technological Needs – approved June 2010
- Innovation – approved September 2010

Innovation funding is defined by the Department of Health Care Services as “novel, creative and/or ingenious mental health practices/approaches that are expected to contribute to learning, which are developed within communities through a process that is inclusive and representative, especially of unserved and underserved individuals and which are aligned with the General Standards identified in the MHSA and set forth in Title 9 of the California Code of Regulations, Section 3320.”

The purpose of all Innovation projects is to help solve persistent, seemingly intractable mental health challenges as described in Welfare and Institutions Code Section 5830c. Innovation projects are developed to target a mental health adaptive dilemma, or a challenge that cannot be resolved through habitual or known responses. The desired outcome of these learning innovation projects is the development of new best practice in mental health by:

- a. Increasing interagency and community collaboration for mental health services or supports;
- b. Increasing quality of mental health services;
- c. Increasing access to underserved populations and
- d. Increasing access to mental health services.

Since January 2010, Behavioral Health and Recovery Services (BHRS) has conducted three rounds of community planning for Innovation funding that resulted in the establishment of 12 new projects. The first round of planning resulted in one project with learning goals related to stakeholder and agency partner participation in understanding public funding processes and how these community partners may contribute to decision-making. The project was entitled: Evolving a Community-Owned Behavioral Health System of Supports and Services. Concluding in Fiscal Year 2012-2013, the final report was submitted to the MHSAC in June 2013 and may be viewed at www.stanislausmhsa.com.

Stanislaus County’s second round of planning for Innovation began with the BHRS leadership team’s intention to bring out ideas for projects in behavioral health that are unique to efforts in our county’s commitment to community capacity building, increasing protective factors and advancement of non-stigmatizing early intervention approaches. On October 26, 2010, the Board of Supervisors authorized the first Request for Proposals (RFP) process for the Innovation Learning Projects, which resulted in the

selection and funding of nine (9) new Innovation projects to be operated by six unique community-based organizations and one county agency.

A second round of Innovation Projects was conducted in Fiscal Year 2012-2013 and resulted in two (2) new projects: Stanislaus County Wisdom Transformation Initiative and Garden Gate Innovative Respite. The projects were approved in June 2013 and began implementation in Fiscal Year 2013-2014. Currently a total of 12 Innovation Learning Projects are in various stages of completion.

On July 18, 2014, community stakeholders approved a priorities funding plan that included a third RFP process for the Innovation component. As described to the Board of Supervisors on September 23, 2014, proposers were asked to select a mental health adaptive dilemma consistent with stakeholders' priorities. Regardless of the adaptive dilemma selected, the innovative approach had to include prevention strategies that are known to address similar adaptive dilemmas in other fields, such as health. The prioritized adaptive dilemmas were as follows:

1. Improving parental competency and social support for fathers;
2. Improving the well-being of children, Transitional Aged Youth (TAY) and Transitional Age Young Adult (TAYA) and
3. Treatment options for people struggling with both substance abuse and mental illness.

Other mental health adaptive dilemmas were also recognized as persistent mental health challenges deserving attention and learning:

4. Connecting people receiving services to community based support;
5. Honoring and identifying more holistic approaches to well-being; and
6. Connecting and linking underserved and diverse communities with resources.

On September 23, 2014, the Board of Supervisors authorized BHRS, in conjunction with the General Services Agency (GSA), to issue the fourth Request for Proposals (RFP) for the Innovation Learning Projects. The RFP was issued on October 3, 2014 and sent electronically to 439 vendors, 33 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on October 17, 2014 and 4 vendors were in attendance. The RFP closed on November 10, 2014 and GSA received responses from the 5 vendors listed below:

- Center for Human Services of Modesto, CA;
- Sierra Vista Child & Family Services of Modesto, CA.;
- Peer Recovery Arts Project, Inc. of Modesto, CA;

Approval to Enter Into Provider Agreements with Center for Human Services and Sierra Vista Child and Family Services and Approval to Expand the Behavioral Health and Recovery Services Juvenile Justice Program, for the Provision of the Mental Health Services Act (MHSA) Innovation Learning Project Services
 Page 5

- West Modesto King Kennedy Neighborhood Collaborative of Modesto, CA; and
- Tuolumne River Trust of Modesto, CA.

All of the proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 5 evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County’s Behavioral Health & Recovery Services (BHRS), Health Services Agency, Community Services Agency and a BHRS retiree.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer’s qualification proposal and proposed budget. The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

Phase II	Total Possible Points	Sierra Vista Child & Family Services	Center for Human Services	West Modesto King Kennedy Neighborhood Collaborative	Tuolumne River Trust	Peer Recovery Art Project
	625	583.5	564.5	481.5	455	318
Average		93%	90%	77%	73%	51%

Contract awards were made to the vendors whose proposals best met the criteria set forth in the RFP and provides the best value to the County.

On December 2, 2014 GSA issued a Notice of Intended Award to Center for Human Services and Sierra Vista Child & Family Services and a Notice of Non-Award to the other proposers. No letter of protest was received during the five-day protest period of the RFP process.

Additionally, the BHRS Juvenile Justice program requested to expand its services to children, Transition Aged Youth (TAY), and Transition Aged Young Adults (TAYA) in the Children’s System of Care (CSOC) including Katie A and Juvenile Justice. The BHRS Juvenile Justice Innovation Learning Project expansion proposes to hire two (2) part-time extra help community aides as “Youth Peer Navigators” to assist 40 CSOC clients, ages 6 – 19, in navigating the behavioral health system. The expansion request was reviewed by the Evaluation Committee and the BHRS senior leadership team and is recommended for approval.

If the selected MHSA Innovation Learning Projects are approved by the Board of Supervisors, MHSA Innovation regulations require that the Learning Projects be

Approval to Enter Into Provider Agreements with Center for Human Services and Sierra Vista Child and Family Services and Approval to Expand the Behavioral Health and Recovery Services Juvenile Justice Program, for the Provision of the Mental Health Services Act (MHSA) Innovation Learning Project Services
Page 6

submitted for approval to the Mental Health Services Oversight and Accountability Commission (MHSOAC). Once approved by the MHSOAC, the proposed agreements and the Juvenile Justice expansion will begin on May 1, 2015 and end July 30, 2017.

POLICY ISSUE:

Approval of these requests supports the Board of Supervisors' priorities of Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers and by expanding an existing program to deliver the needed services at an appropriate level of service in a cost effective manner.

STAFFING IMPACT:

As noted above, BHRS is requesting to hire two part-time Peer Navigators to assist with the Juvenile Justice expansion project. Existing Behavioral Health and Recovery Services staff is available to support the contracted Innovation Learning Projects at current service levels. In the future, should the service level demand increase, the Department will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D., Behavioral Health Director (209) 525-6225

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Sierra Vista Child and Family Services, a California Nonprofit Corporation ("Contractor") effective the date of the last signature.

Recitals

WHEREAS, COUNTY issued a Request for Proposal (RFP 14-62-SS) on October 3, 2014 to solicit proposals from community-based organizations and groups to develop projects in mental health and/or behavioral health that met at least one of the following state mandated purposes focused on learning how to:

- Increase interagency and community collaboration for mental health services or supports
- Increase quality of mental health services
- Increase access to underserved populations
- Increase access to mental health services

WHEREAS, CONTRACTOR's proposal submitted in response to RFP 14-62-SS was determined to meet the COUNTY's needs for such a project to help develop countywide transformation from a "fail first" toward a "help-first" community; and

WHEREAS, COUNTY wishes to collaborate with CONTRACTOR to administer CONTRACTOR's project, "Quiet Time", to the identified target population specified in the COUNTY's Mental Health Services Act (MHSA) Innovation Plan which was approved and funded by the State Department of Mental Health; and

WHEREAS, COUNTY requires and CONTRACTOR is able to integrate the MHSA Essential Elements: community collaboration, cultural competency, consumer and family driven system, wellness, recovery and resilience, and integrated service experience into the project; and

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

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**

1.1 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.

1.2 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.

1.3 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

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 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.

2.3 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.

2.4 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

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

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

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 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.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract". All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. 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. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 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.

6.6 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.

6.7 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. 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.

6.8 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 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.

6.9 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.

6.10 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.

6.11 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

7.1 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.

7.2 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

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

9.1 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.

9.2 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 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

11.1. 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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 of 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 and Recovery Services
Attention: Contract Manager
800 Scenic Drive
Modesto, CA 95350

To Contractor: Judy Kindle, Executive Director
Sierra Vista Child & Family Services
100 Poplar Street
Modesto, CA 95354

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 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".

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

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**

Cheri Doering, C.S.W. for
By: *Madelyn Schlaepfer, Ph.D.*
Madelyn Schlaepfer, Ph.D., CEAP
Behavioral Health Director

"County"

SIERRA VISTA CHILD & FAMILY SERVICES

By: _____
Judy Kindle
Executive Director

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: *Marc Hartley*
Marc Hartley
Deputy County Counsel

BOS ACTION ITEM: *2015-50* DATE: *February 10, 2015*

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**

SIERRA VISTA CHILD & FAMILY SERVICES

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

By: Judy Kindler
Judy Kindler
Executive Director

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Marc Hartley
Deputy County Counsel

BOS ACTION ITEM: 2015-50 DATE: February 10, 2015

QUIET TIME PROJECT

1. CONTRIBUTION TO LEARNING

CONTRACTOR shall learn if Severely Emotionally Disturbed (SED) children and children on the Autism spectrum can effectively participate in Quiet Time, a stress reduction and wellness program utilizing the Transcendental Meditation (TM) technique, for the allotted time period without disrupting class. CONTRACTOR shall also learn whether students can employ Quiet Time to improve their behavior.

2. STRATEGY/ADAPTIVE DILEMMA

Introduce a new application to the mental health system of a promising community driving practice/approach that has been successful in a non-mental health context or setting/Improving the well-being of children and Honoring and identifying More Holistic Approaches to Well-Being.

3. PRIMARY PURPOSE

Improving the well-being of children and honoring and identifying more holistic approaches to well-being

4. TARGET POPULATION

This project will test the Quiet Time strategy with Severely Emotionally Disturbed (SED) children enrolled in Kirk Baucher School, one of two Sierra Vista K-8 Non-Public Schools. Children who are SED and on the Autism spectrum will also be served at the Sierra Vista Learning Center campus.

5. PROJECT ELEMENTS

- 5.1 CONTRACTOR shall employ two certified instructors from the Center for Wellness and Achievement in Education based in San Francisco to train 3 administrators, 13 teachers, and 3 mental health clinicians in the stress reduction and wellness method. Up to 63 students between the ages of 8-14 will participate in the project.
- 5.2 CONTRACTOR shall implement eight steps including weekly and monthly follow-ups to guide teachers and students through the meditation practice. The Quiet Time program will enable teachers to spend more time on therapeutic interventions rather than classroom and behavior management.
- 5.3 CONTRACTOR shall provide a formal data tracking system to help evaluate the program. Project results will be measured through teacher evaluations, mental health clinician assessments and evaluations, SED student academic progress, and surveys/inventories.

5.4 CONTRACTOR shall provide measurements to assess outcomes that will include the following:

- Daily measurements of students behavior, including ability to stay on task and social interaction
- Documentation by teachers and mental health clinicians in progress notes
- IEP results and changes noted in IEP and academic progress.
- How the Quiet Time project impacts the use and success of de-escalation techniques versus the use of “holds” when students behavior has escalated to the point where they are endangering themselves or others.

Project results and SED student impacts may also be measured using the following assessments where appropriate: Anxiety: Spielberger’s State-trait Anxiety Inventory, Depressive systems: MHI-5 (Mental Health Index), and Self-Esteem: Rosenberg Self-Esteem Scale.

5.5 CONTRACTOR shall provide additional activities or strategies specified in MHSOAC-approved project plan

5.6 CONTRACTOR will evaluate the effectiveness of the Innovation project including the following:

- a) Improve the well-being of children
- b) Honoring and identifying more holistic approaches to well-being
- c) Additional outcomes as specified in MHSOAC project plan

5.7 CONTRACTOR will work collaboratively with BHRS to participate in an Innovation project learning collaborative and participate in annual report planning to the MHSOAC.

6. **MONITORING**

CONTRACTOR shall attend regular, on-going meetings designed to monitor the learning objectives of this project to ensure adherence to the MHSA essential elements and project outcomes. The frequency of these meetings shall be quarterly, or as otherwise determined by mutual agreement.

7. **BILLING AND PAYMENT**

7.1 In consideration of CONTRACTOR’s provision of services required in this Exhibit, COUNTY shall reimburse CONTRACTOR, through the following funding source: State Mental Health Services Act – Innovation, not to exceed the Agreement maximum of \$139,684 for salaries, benefits and operating expenses.

7.2 CONTRACTOR shall invoice COUNTY on a cost reimbursement basis following each month of service delivered during the learning project portion of this Agreement. CONTACTOR will only be reimbursed for the cost of the services provided and expended in this agreement. CONTRACTOR shall invoice COUNTY upon the submission of the Final Project Report and Final Expenditure/Cost report.

- 7.3 CONTRACTOR shall submit an invoice electronically to abhrs@stanbhrs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Drive, Building 4
Modesto, CA 95350
Attention: Accounts Payable

Monthly invoices shall include receipts and other proper back-up documentation to show how MHSA funds were appropriately spent during the life of this agreement.

- 7.4 CONTRACTOR shall provide COUNTY a semi-annual report of actual expenditures every six (6) months during the term of this Agreement.
- 7.5 CONTRACTOR shall also provide an annual report of actual expenditures and/or cost report on or before September 30 following each County fiscal year ending June 30 during the term of this Agreement.
- 7.6 Notwithstanding any other provision of this agreement, final settlement shall include direct and indirect costs, equal to the amount listed in CONTRACTOR's approved budget not to exceed the agreement maximum.

8. REPORTING

- 8.1 CONTRACTOR shall submit project reports electronically to the following e-mail address; contracts@stanbhrs.org every six (6) months from the effective date of this Agreement. The report shall include information about the Project Elements described in **Exhibit A**, what has been learned to date, challenges and strategies employed to overcome them.
- 8.2 CONTRACTOR shall submit a final project report on or before July 30, 2017 of the Project Elements described in **Exhibit A** of what was learned as a result of the Innovation Project.
- 8.3 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

9. INVENTORY

- 9.1 CONTRACTOR shall report to COUNTY, with the annual project report, any equipment with a cost of \$1,000 or more, purchased with funds from this Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of the each item.
- 9.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.

9.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.

9.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

10. MHSA CONFIDENTIALITY REQUIREMENTS

CONTRACTOR shall obtain permission from COUNTY prior to the disclosure or dissemination of data or documents generated, collected, or produced in connection with this Agreement.

11. 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.

12. MISCELLANEOUS

All contributions to learning provided by CONTRACTOR and the manner in which they are to be provided are more particularly set forth in COUNTY's Request for Proposal #14-62-SS; the CONTRACTOR's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

13. TERM

The term of this Agreement shall begin on May 1, 2015 and end July 30, 2017. CONTRACTOR shall engage in the learning project for the first twenty-four (24) months of this Agreement, from May 1, 2015 through April 30, 2017. CONTRACTOR shall prepare and deliver the final project report and final expenditure/cost report on or before July 20, 2017.

14. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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 104-191), 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 160.103, 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 Standard.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Center for Human Services, a California Nonprofit Corporation ("Contractor"). This Agreement is effective the date of the last signature.

Recitals

WHEREAS, CONTRACTOR's proposal submitted in response to RFP 14-62-SS was determined to meet the COUNTY's needs for such a project to help develop countywide transformation from a "fail first" toward a "help-first" community; and

WHEREAS, COUNTY wishes to collaborate with CONTRACTOR to administer CONTRACTOR's project, "Father Involvement", to the identified target population specified in the COUNTY's Mental Health Services Act (MHSA) Innovation Plan which was approved and funded by the State Department of Health Care Services; and

WHEREAS, COUNTY requires and CONTRACTOR is able to integrate the MHSA Essential Elements: community collaboration, cultural competency, consumer and family driven system, wellness, recovery and resilience, and integrated service experience into the project; and

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

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

1.1 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.

1.2 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.

1.3 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

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 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.

2.3 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.

2.4 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

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

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

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 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.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be “where required by written contract”. All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. 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. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 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.

6.6 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.

6.7 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. 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.

6.8 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 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.

6.9 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.

6.10 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.

6.11 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

7.1 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.

7.2 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

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

9.1 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.

9.2 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 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

11.1 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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 of 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 and Recovery Services
Attention: Contract Manager
800 Scenic Drive
Modesto, CA 95350

To Contractor: Cindy Duenas, Executive Director
Center for Human Services
1700 McHenry Village Way, #11
Modesto, CA 95350

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 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".

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabovewritten.

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

CENTER FOR HUMAN SERVICES

By: Cherie Dookery, as sv for
Madelyn Schlaepfer, Ph.D. 7-27-15
Madelyn Schlaepfer, Ph.D., CEAP Date
Behavioral Health Director

By: _____
Cindy Duenas Date
Executive Director

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: Marc Hartley
Marc Hartley
Deputy County Counsel

BOS ACTION ITEM: 2017-50 DATE: February 10, 2015

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

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

CENTER FOR HUMAN SERVICES

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

By: Cindy Duenas 7/22/15
Cindy Duenas Date
Executive Director

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Marc Hartley
Deputy County Counsel

BOS ACTION ITEM: 2017-50 DATE: February 10, 2015

FATHER INVOLVEMENT PROJECT

1. CONTRIBUTION TO LEARNING

CONTRACTOR shall answer the following learning questions:

- a) What services and supports are currently in place in Stanislaus County specific to father involvement?
- b) What shared learning and expertise can support both the individual partners and overall network to develop capacity in father involvement work?
- c) What current or new best practices in the Family Strengthening field are successful in actively engaging and involving fathers with their children and families?
- d) How can we create opportunities for fathers to share their experience in support of each other?
- e) Learning from our successes and failures: what strategies show promise or need re-evaluation for future implementation?
- f) What special considerations should be given when working with fathers in a special demographic or community?
- g) How can our learning evolve and be sustained over time?

2. STRATEGY/ADAPTIVE DILEMMA

A new application to the mental health system of a practice successful in a non-mental health context or setting/Improving parental competency and social support for fathers

3. PRIMARY PURPOSE

Increase interagency and community collaboration for mental health services and supports.

4. TARGET POPULATION

This project will target community network providers and help build capacity. The project will also serve a diverse group of fathers from all ethnic groups in the community partner network.

5. PROJECT ELEMENTS

- 5.1 CONTRACTOR shall hire a Project Liaison to coordinate the development of a community partner network to oversee training and education efforts to support father involvement projects and activities.

Key activities will include the following:

- a) Initiate monthly network meetings with project partners
- b) Establish network structure and group agreements
- c) Establish parent and father Cafes and related activities
- d) Develop specific curriculum for special activities and events
- e) Begin mapping local resources and identifying gaps for programming/support

- for fathers
 - f) Identify potential training and learning opportunities
 - g) Other activities identified by the network
- 5.2 CONTRACTOR shall provide additional activities or strategies specified in MHSOAC-approved project plan
- 5.3 CONTRACTOR will evaluate the effectiveness of the Innovation project including the following:
 - a) Increased interagency and community collaboration for mental health services and supports
 - b) Additional outcomes as specified in MHSOAC-approved project plan
- 5.4 CONTRACTOR shall provide measurements to assess outcomes that will include the following:
 - a) Utilize Results Based Accountability (RBA) in design of an evaluation plan
 - b) Align project with BHRS Theory of Change
 - c) Incorporate both quantitative and qualitative evaluation measures
 - d) Utilize a data tracking system to track demographic data and identify/develop tracking tools for Network members to use for the project
- 5.5 CONTRACTOR will work collaboratively with BHRS to participate in an Innovation project learning collaborative and participate in annual report planning to the MHSOAC.

6. MONITORING

CONTRACTOR shall attend regular, on-going meetings designed to monitor the learning objectives of this project to ensure adherence to the MHSA essential elements and project outcomes. The frequency of these meetings shall be quarterly, or as otherwise determined by mutual agreement.

7. BILLING AND PAYMENT

- 7.1 In consideration of CONTRACTOR's provision of services required in this Exhibit, COUNTY shall reimburse CONTRACTOR, through the following funding source: State Mental Health Services Act – Innovation, not to exceed the Agreement maximum of \$212,565 for salaries, benefits and operating expenses.
- 7.2 CONTRACTOR shall invoice COUNTY on a cost reimbursement basis following each month of service delivered during the learning project portion of this Agreement. CONTRACTOR will only be reimbursed for the costs of the project provided and expended in this agreement. CONTRACTOR shall invoice COUNTY upon the submission of the Final Project Report and Final Expenditure/COST report.

- 7.3 CONTRACTOR shall submit an invoice electronically to abhrs@stanbhrs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services
Attention: Accounts Payable
800 Scenic Drive, Building 4
Modesto, CA 95350

Monthly invoices shall include receipts and other proper back-up documentation to show how MHSA funds were spent during the life of this agreement.

- 7.4 CONTRACTOR shall provide COUNTY a semi-annual report of actual expenditures every six (6) months during the term of this Agreement.
- 7.5 CONTRACTOR shall also provide an annual report of actual expenditures and/or cost report on or before September 30 following each County fiscal year ending June 30 during the term of this Agreement.
- 7.6 Notwithstanding any other provision of this agreement, final settlement shall include direct and indirect costs, equal to the amount listed in CONTRACTOR's approved budget not to exceed the agreement maximum.

8. REPORTING

- 8.1 CONTRACTOR shall submit project reports electronically to the following e-mail address; contracts@stanbhrs.org every six (6) months from the effective date of this Agreement. The report shall include information about the Project Elements described in **Exhibit A**, what has been learned to date, challenges and strategies employed to overcome them.
- 8.2 CONTRACTOR shall submit a final project report on or before July 30, 2017 of the Project Elements described in **Exhibit A** of what was learned as a result of the Innovation Project.
- 8.3 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

9. INVENTORY

- 9.1 CONTRACTOR shall report to COUNTY, with the annual project report, any equipment with a cost of \$1,000 or more, purchased with funds from this Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of each item.
- 9.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.
- 9.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.

9.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

10. MHSA CONFIDENTIALITY REQUIRMENTS

CONTRACTOR shall obtain permission from COUNTY prior to the disclosure or dissemination of data or documents generated, collected, or produced in connection with this Agreement.

11. 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.

12. MISCELLANEOUS

All contributions to learning provided by CONTRACTOR and the manner in which they are to be provided are more particularly set forth in COUNTY's Request for Proposal #14-62-SS; the CONTRACTOR's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

13. TERM

The term of this Agreement shall begin on May 1, 2015 and end July 30, 2017. CONTRACTOR shall engage in the learning project for the first twenty-four (24) months of this Agreement, from May 1, 2015 through April 30, 2017. CONTRACTOR shall prepare and deliver the final project report and final expenditure/cost report on or before July 30, 2017.

14. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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 104-191), 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 160.103, 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.

County: Stanislaus County

 Completely New Program

Program Number/Name: Quiet Time

 Revised Previously Approved Program

Date: 5/8/15

Complete this form for each new INN Program. For existing INN programs with changes to the primary¹ purpose and/or learning goal, please complete the sections of this form that are applicable to the proposed changes. If there are no changes in the applicable section, please state "No Changes."

Select **one** of the following purposes that most closely corresponds to the Innovation's learning goal.

- Increase access to underserved groups
 Increase the quality of services, including better outcomes
 Promote interagency collaboration
 Increase access to services

1. Describe why your selected primary purpose for Innovation is most relevant to your learning goal and why this primary purpose is a priority for your county.

Quiet Time (QT) is an innovative stress reduction and wellness project that is expected to enhance the holistic development and well-being of children with Severe Emotional Disturbance (SED) and children on the autism spectrum who have a co-occurring mental disorder. Implemented in school districts by the Center for Wellness and Achievement in Education (CWAE) in San Francisco, Quiet Time incorporates the practice of an extensively researched stress reduction technique known as Transcendental Meditation (TM) to reduce stress, balance lives, and increase a child's readiness to learn. Other benefits for students include improved health, reduced violence, increased focus, better academic performance, and strengthened self-concept. This project is designed to increase the quality of services, including better outcomes, by complementing existing educational strategies for the SED population through the improvement of the physiological underpinnings of learning and behavior.

Quiet Time in public school populations has already been shown to complement existing educational strategies. Research with these students has shown that deep, orderly rest and increased brainwave coherence strengthens communication between the brain's prefrontal cortex and other areas of the brain. As a result, students and staff are more centered, calm, and alert. Focus in the classroom is enhanced, stress-related violence and anti-social behavior are reduced, and overall wellness and readiness to learn are improved. It is an evidence-based program drawing on two decades of research on Quiet Time in schools, and four decades of research on the TM technique. Quiet Time has *not* been offered in a non-public school setting with SED children. The goal of this Innovation Project is to learn if similar outcomes to those achieved in traditional school settings can be produced in two non-public schools serving children with SED and children on the autism spectrum who also have a co-occurring mental disorder.

In addition, the project provides the opportunity for faculty and staff to learn and practice meditation to reduce burnout and improve teacher-student relationships.

Positive changes in student mental health result from the confluence of many factors. The impetus for this project is the fact that teachers at both Sierra Vista non-public schools are spending an increasing amount of time with behavior issues and behavior management. Students are displaying anxiety and psychological distress, increase in verbal and physical outbursts, and inappropriate classroom behaviors. Teachers are burnt-out, stressed, and somewhat distraught at the end of the day. The project will challenge the notion that a promising practice for non-SED students may not be successful with the SED population. Teachers and administrators are motivated and excited about the possibility of testing the QT approach. The agency feels that it is possible for SED students to benefit from QT in the same way non-SED students have benefited.

Sierra Vista will evaluate whether or not QT can achieve similar outcomes that have been confirmed in non-SED settings. It will test whether or not QT complements other school efforts, including the support of teachers, in creating changes and enabling SED student to improve their behavior, wellness, and academic performance.

2. Describe the INN Program, the issue and learning goal it addresses, and the expected learning outcomes. State specifically how the Innovation meets the definition of Innovation to create positive change; introduces a new mental health practice; integrates practices/approaches that are developed within communities through a process that is inclusive and representative of unserved and underserved individuals; makes a specific change to an existing mental health practice; or introduces to the mental health system a community defined approach that has been successful in a

¹ The term "essential purpose" has been replaced with the term "primary purpose" for INN.

non-mental health context.

The Sierra Vista non-public schools serving children with SED and children on the autism spectrum who also have a co-occurring mental disorder are experiencing challenges that will be addressed by the Innovation Program:

- A. Students at both schools are displaying anxiety and psychological distress, increases in verbal and physical outbursts, and inappropriate behaviors that can negatively affect academic performance and school attendance.
- B. Teachers at both schools are spending increasing amounts of time with behavior issues and behavior management which decreases time spent teaching.
- C. Teachers in the Sierra Vista non-public schools are experiencing stress and burn-out from negative student behaviors.

The Innovation Program will address these issues by introducing a new application to the mental health system of a promising community-driven practice that has been successful in a non-mental health context. Quiet Time will be offered twice a day, once in the morning and once prior to the end of school, enabling students to spend some introspective "down time", focusing only on themselves. The practice of meditating in a group setting may increase the sense of camaraderie amongst peers, and the students' ability to cope with trauma, stress, and environmental changes may improve. If there is improvement in behaviors, mental health, and wellness in children, the benefits are far reaching. Teachers will be able to spend more productive time with their SED students. Peers will be able to interact in a positive manner. Physical and verbal altercations will decrease and students learn how to cope with anger and self-soothe through meditation.

Meditation, introduced during elementary school, could positively impact the mental health of a person into adulthood. Neuropsychological research over the last 40 years indicates that wellness, particularly healthy brain development, is foundational to realizing individual potential. If one's mind and body are healthy, then self-awareness, social awareness, behavior, mental clarity, and performance are enhanced. While we all know that adult stress can lead to serious illnesses such as ulcers and hypertension, we don't associate these maladies with children. But research suggests that chronically stressed children do pay a heavy price. They are at risk for cognitive damage because their brains are not yet fully developed.

Quiet Time, in the traditional school setting, reduces stress and enhances brain functioning as innovative, holistic, non-drug solution to a number of formerly intractable issues, including school violence, closing the achievement gap, enhancing psychological and physical wellness, and addressing ADHD. If SED students are instructed and supported in a meditation practice when they are young, if carried into adulthood, meditation should provide a deep level of physiological rest and is very effective in reducing stress, anxiety, and depressive symptoms.

There is evidence that children who are not identified as SED participating in Quiet Time experience improved outcomes in relation to school and wellbeing. The learning outcomes will address whether similar outcomes will be experienced by children with SED and children on the autism spectrum who also have a co-occurring mental disorder.

The learning questions that we will explore through this project include:

1. Will SED students and students on the Autism spectrum who also have a co-occurring mental disorder be able to effectively participate in Quiet Time for the allotted time period, without disrupting the rest of the class?
2. Will Quiet Time effectively impact SED student's behavior and their ability to focus, stay on task, and interact positively with their peers and teachers?
3. Will there be a difference in results between Kirk Baucher School (SED) students and Sierra Vista Learning Center (SED students on the Autism spectrum)?
4. Will the Quiet Time implementation strategies used for traditional school settings work well for the SED school setting?
5. Will SED student results mirror those of students in a traditional school setting?
6. Will Quiet Time positively impact teachers' and administrators' levels of stress?

The overarching contribution to learning will be to help inform the behavioral health field whether or not Quiet Time can be implemented effectively with SED students at non-public schools and have positive outcomes for students and teachers.

2a. Include a description of how the project supports and is consistent with the applicable General Standards as set forth in CCR, Title 9, Section 3320.

The Quiet Time Project is consistent with the General Standards identified in the MHSA and Title 9, CCR, Section 3320. The project approach is grounded in the following specific principles and values:

- ♦ Community Collaboration – Sierra Vista is a strong collaborative agency and has a long history of providing services in partnership with preschools, schools, other community based organizations, and county agencies. The value of

partnership is reflected in various collaborative projects including First Step Perinatal Treatment Program, Early Psychosis Intervention program, and Intensive Outpatient Treatment Program, all with the Center for Human Services, School Based Integration Project with Modesto City Schools, and 0-5 Early Intervention Collaborative with Stanislaus County BHRS leaps and Bounds program. In each of these projects, Sierra Vista has partnered with one or more organizations for the purpose of effective and more diversified service delivery and expertise. The agency is committed to a collaborative partnership model of service delivery.

- Cultural Competence – Sierra Vista employs a Director of Cultural Competency who oversees all aspects of cultural diversity within the agency. Sierra Vista also has representation on the Stanislaus County BHRS Cultural, Equity, and Social Justice Committee. The Quiet Time program will provide equal access to services and outreach services to engage and retain individuals of diverse racial/ethnic backgrounds. School staff who deliver the program are already trained to understand and effectively address the needs and values of a particular racial/ethnic and/or linguistic population or community that they serve.
- Client/Family driven mental health system – Sierra Vista seeks to empower and support parents/caregivers in providing for the social, emotional, psychological, and physical needs of their children/youth. The agency links parents/caregivers to resources, or bring resources to bear, that capitalize on parent strengths, bolster parent skills, and directly serve child/youth as needed. These supports may be formal or informal, may be provided by SV or other providers, encourage the parent/caregiver to directly participate in improving outcomes for their children, and ultimately forges community collaborations that endure beyond non-public school based services.
- Wellness, Recovery, Resiliency – SV clinical staff are trained in the MAP (Managing and Adapting Practice) model of Evidence Based Practice. PracticeWise (PracticeWise.com) offers innovative tools and services to help clinicians and organizations to improve the quality of health care for children and adolescents. The agency strives to bring science and evidence based practices seamlessly into the process of clinical care, whether through child-specific dynamic summaries of the best available research studies, clinical dashboards for visualization of clinical progress and history, or clinical protocols and summaries representing the most common components of evidence-based practices (PractiWise.com). Sierra Vista has moved to becoming a trauma Informed organization. Moreover, research indicates that Trauma Focused Cognitive Behavioral Therapy is a proven and evidenced based practice for systematically supporting children and adolescents through the therapeutic healing process. Sierra Vista is currently negotiating bringing this training to equip clinical staff with the knowledge and skills to successfully and sensitively come alongside children and adolescents exposed to trauma-inducing experiences.
- Integrated service experience for clients and families throughout their interactions with the mental health system – The agency has extensive experience providing services to culturally and geographically underserved communities. It has a decentralized, community-centered service delivery model and routinely works with community groups, local school districts, healthcare providers, faith based groups, local businesses, and city government to design and implement services that honor each community's unique and diverse needs. The agency is invested in providing services where individuals/families live. To that end, the Sierra Vista staff is embedded in every community within Stanislaus County. They provide services in family resource centers, school campuses, mental health clinics, and local residential facilities focused on helping women become and stay sober.

2b. If applicable, describe the population to be served, number of clients to be served annually, and demographic information including age, gender, race, ethnicity, and language spoken.

This project will enhance the holistic development of children with Severe Emotional Disturbance (SED) and children on the autism spectrum who also have a co-occurring mental disorder. Up to 63 students between the ages of 8-14 (grades 3-8) will be trained in the Quiet Time project at two of Sierra Vista's Non-Public School campuses, Kirk Baucher School and Sierra Vista Learning Center. Both schools provide educational and mental health services to children who have emotional, behavioral, social, and academic difficulties.

Most children have been identified as having special needs and qualify for special education services under the disability of Emotional Disturbance, Multiple Disabilities, Speech and Language, and/or Specific Learning Disability. Students at SC Learning Center are also on the Autism spectrum and may have Intellectual Disability. The educational therapeutic milieu offers special education services, behavior management, group therapy, social skills instruction, and functional skills.

Students at the two schools have demonstrated significant difficulties in a general education setting or a less restrictive educational placement related to the student's disability. Each student has an Individualized Education Plan (IEP) to meet academic and social needs. Services at the school include an emphasis on social and emotional growth, specialized skill-based group services, supportive socialization opportunities with structured peer interaction, vocational and independent living skills, and community-based instruction. Students on the Autism spectrum with co-occurring mental health disorders will receive mental health services in the milieu and during individual counseling sessions. These children have a secondary Axis I diagnosis. Most commonly these secondary diagnoses include anxiety disorders, depressive disorders and ADHD. Children receiving services are reviewed every twelve months to ensure medical necessity, and the original referral for mental health services is coordinated with the county's Children's System of Care.

Teachers and administrators at both schools will also be trained in the Quiet Time project.

3. Describe the total timeframe of the program. In your description include key actions and milestones related to assessing your Innovation and communicating results and lessons learned. Provide a brief explanation of why this timeline will allow sufficient time for the desired learning to occur and to demonstrate the feasibility of replicating the Innovation. Please note that the timeline for your Innovation Program can be longer than the period for which you are currently requesting Innovation Component funds.

Timeline

Outline the timeframe within which the Innovation project will operate, including communication results and lessons learned.

Implementation/completion dates: July 1, 2015 – August 31, 2017

This project is a two year effort, beginning in July 2015 and concluding on or before August 31, 2017.

During FY 2015-16:

- a. Start-up activities will begin immediately following OAC approval. Training in the Quiet Time technique is scheduled in June with services anticipated to be operational no later than October 2015.
- b. During the first 3 to 5 months, evaluation instruments will be developed and/or identified for use during the study phase. Additionally, during this time, a method and timeframe for reviewing data will be developed, adjustments made as needed, and other administration/operational issues related to the service approach conducted.

During FY 16-17:

Continue services and evaluation activities into the final year of the learning project. Adjust evaluation approach and measurement tools needed for continued effectiveness and study of the proposed learning questions. Changes may be made to the project as the ongoing results are known.

Begin to formulate approach to the final learning report. Begin to evaluate learning and long term outcomes to confirm establishment of best practices and methods of successfully integrating learning into wider practice. Evaluate alternative funding options for continuation of project that includes effective new practices should they emerge.

Detail Timeline for MHSA Innovation Project – Quiet Time

June 25, 2015	<ul style="list-style-type: none"> ♦ MHSOAC to consider Quiet Time Innovation project
July 2015 – August 2015	<ul style="list-style-type: none"> ♦ Contract with Center for Wellness and Achievement in Education (CWAE) ♦ Planning session with SCCFS and CWAE staff ♦ Develop handouts, consent forms ♦ Develop outcomes, measurement procedures
August 2015 – December 2015	<ul style="list-style-type: none"> ♦ Clinicians meet with parents to explain Quiet Time project, get consent ♦ Introduce QT presentation/concepts to teachers and students ♦ Prepare QT presentation for students/staff ♦ Conduct personal interviews with students ♦ Provide personal instruction to teachers ♦ Provide facilitation training to teachers
January 2016 – June 2017	<ul style="list-style-type: none"> ♦ Offer Quiet Time twice a day at the sites (during school year) ♦ Provide weekly and monthly project check-ups ♦ BHRS to work with program on monitoring project learning
November	<ul style="list-style-type: none"> ♦ Collect project data and evaluation components

2016- June 2017	
June 2017- August 2017	<ul style="list-style-type: none"> ♦ Report project results to BHRS ♦ Projects are given two months from the end of their completion date to gather data and complete a Final Report. This project would end its learning in June 2017 and submit its Final Report on or before August 30, 2017. ♦ Disseminate Innovation project evaluation results to other counties.

4. Describe how you plan to measure the results, impacts, and lessons learned from your Innovation, with a focus on what is new or changed. Include in your description the expected outcomes of the Innovation program, how you will measure these outcomes, and how you will determine which elements of the Innovation Program contributed to successful outcomes. Include in your description how the perspectives of stakeholders will be included in assessing and communicating results.

Defining and measuring success for this Innovation Project is based on the learning questions described above and listed here:

1. Will SED students and students on the Autism spectrum with co-occurring mental health disorders be able to effectively participate in Quiet Time for the allotted time period, without disrupting the rest of the class?
2. Will Quiet Time effectively impact SED student's behavior and their ability to focus, stay on task, and interact positively with their peers, teachers, and parents?
3. Will Quiet Time positively impact SED students' mental health?
4. Will there be a difference in results between Kirk Baucher School (SED) students and Sierra Vista Learning Center (SED students on the Autism spectrum)?
5. Will the QT implementation strategies used for traditional school settings work well for the SED school setting?
6. Will SED student results mirror those of students in a traditional school setting?
7. Will Quiet Time positively impact teachers' and administrators' levels of stress?

The total estimated amount for evaluation of this Innovation project is \$14,160.

The evaluation plan for this project encompasses both formative and summative aspects of evaluation since the project is introducing a new application to the mental health system of a promising community-driven practice that has been successful in a non-mental health context. It is important to learn about the effectiveness of implementation and processes, as well as determining if the program is demonstrating expected outcomes for the targeted population. Several different methods of data collection, both qualitative and quantitative, will be employed to address the learning questions, and will include the following: daily observation and documentation of behaviors, tracking of key disciplinary actions and attendance, self-administered questionnaires, stress measurement tool, social-emotional assessment tool, and qualitative IEP and academic progress narratives.

In the beginning of the '15-'16 school year, the schools will be explaining the Quiet Time program to parents, and collecting consents for those students who will be participating. Part of the evaluation will depend on the rate of student participation. If there are a comparative number of students not participating in Quiet Time, a comparison group will be used for evaluation of outcomes. If there is a very high rate of participation, a within group analysis will be used.

During the first two months of the '15-'16 school year, baseline data will be collected on daily observation and documentation of behaviors and tracking of key disciplinary actions and attendance. The schools are currently utilizing a "Student Daily Data Sheet" that documents data in the areas of self-control, cooperation, and citizenship. This data will be tracked and analyzed before and after QT implementation, and will indicate changes in behavior and interpersonal relationships. Similarly, key disciplinary actions such as holds and exclusionary timeouts will be tracked and analyzed before and after implementation. Attendance data will also be analyzed.

In addition, the Revised Children's Anxiety and Depression Scale (RCADS) will be utilized to examine the improvement of student participants' mental health. Along with a Total Anxiety Scale and a Total Internalizing Scale, the RCADS tool has subscales for separation anxiety disorder, social phobia, generalized anxiety disorder, panic disorder, obsessive compulsive disorder, and major depressive disorder. RCADS measures clinical change in the mental health disorders delineated in the subscales, and will be administered to all participating students pre and post Quiet Time implementation. The RCADS will be used in this project to help measure the impact of Quiet Time on mental health.

outcomes.

To measure any changes in levels of stress of teachers and administrators, a stress measurement tool will be administered. This data will be collected at specific intervals throughout the school year to monitor improvement in teacher/administrators' stress levels, which in turn affects mental health and the school environment.

It is expected that this project will help improve participants' behaviors, decrease disciplinary actions, increase attendance, improve social-emotional competencies that positively impact mental health outcomes, and decrease teacher/administrator stress.

Questionnaires will be administered to, or focus groups conducted with teachers and administrators shortly after program implementation and again mid-year and at the end of each school year. This data will help determine how well the program was implemented, and to measure how effective the process was and obtain feedback about how to improve possible future processes.

IEPs and academic progress will be reviewed for individual participant progress. Where possible, pre and post implementation data will be compared. Alternatively, qualitative analysis may be used to triangulate with other data collected. It is expected that Quiet Time will positively affect academic progress.

During the incipient stages of this project and before QT training implementation, project staff will also work with CWAE to determine how the data and results can be compared to the results of the traditional schools settings, or if one of the tools that they have utilized to measure results should be used in place of a planned tool.

Data and results will be shared with teachers, administrators, participants, and parents, and there will be opportunity for additional feedback on the Innovation Project.

5. If applicable, provide a list of resources to be leveraged.

Leveraging Resources (if applicable)

Provide a list of resources expected to be leveraged, if applicable.

All positions listed below are in-kind at 0.025 FTE

a) Director, Non Public and School Based Services	\$5,964
b) Vice-Principal, Kirk Baucher School	\$3,690
c) Administrator, Sierra Vista Learning Center	\$4,590
d) Clinical Director	\$5,347
e) Benefits at 24% of In-kind Personnel	<u>\$4,702</u>

Total Revenues \$163,977

6. Please provide a budget narrative for total projected costs for the entire duration of the Innovation Program, and also provide projected expenditures by each fiscal year during the program time frame, including both the current and future funding years. (For Example, Program 01- XXXX, the entire project is \$1,000,000. The first year projected amount will be \$250,000, the second year projected amount is \$250,000, the third year is \$250,000 and the fourth year is \$250,000.) Please also describe briefly the logic for this budget: how your proposed expenditures will allow you to test your model and meet your learning and communication goals. **(See next page)**

7. Provide an estimated annual program budget, utilizing the following line items. **(See next page)**

NEW ANNUAL PROGRAM BUDGET					
A. EXPENDITURES					
	Type of Expenditure	Community Mental Health Contract Provider/CBO Year 1	Community Mental Health Contract Provider/CBO Year 2	Community Mental Health Contract Provider/CBO Year 3	Total
1.	Personnel/Wages-Salaries	2,209	43,054	13,674	58,937
2.	Operating Expenditures		120		120
3.	Non-recurring Expenditures				
4.	Contracts (Training Consultant Contracts)		81,700	5,000	86,700
5.	Work Plan Management				
6.	Other Expenditures		16,523	1,697	18,220
	Total Proposed Expenditures				
B. REVENUES					
1.	New Revenues				
	a. Medi-Cal (FFP only)				
	b. State General Funds				
	c. Other Revenues	2,209	14,721	7,363	24,293
	Total Revenues				
C. TOTAL FUNDING REQUESTED		0	126,676	13,008	139,684

D. Budget Narrative

1. Provide a detailed budget narrative explaining the proposed annual program expenditures for each line item.

BUDGET NARRATIVE FOR FY 2014-15		Budget Amount
A. Expenditures		
1. Personnel Expenditures		
	In-kind salaries = \$2,209	\$2,209
2. Operating Expenditures	Not applicable	
3. Non-recurring Expenditures	Not applicable	\$0
4. Training Consultant Contracts	Not applicable	\$0
5. Work Plan Management	Not applicable	\$0
6. Other Expenditures	Not applicable	\$0
7. Total Proposed Expenditures		\$2,209

B. Revenues	
1. New Revenues	\$2,209
In-kind salary costs for the following positions:	
a. \$497 – 0.025 FTE Director, Non Pubic and School-Based Services	
b. \$308 – 0.025 FTE Vice-Principal, Kirk Boucher School	
c. \$383 – 0.025 Administrator, Sierra Vista Learning Center	
d. \$594 – 0.025 Clinical Director	
e. \$428 – Benefits at 24% of In-kind Personnel	
Total Funding Requested	\$0

BUDGET NARRATIVE FOR FY 2015-16

C. Expenditures	Budget Amount
8. Personnel Expenditures	\$43,054
a. Classroom Teacher – 0.20 FTE for 24 months\	
Teacher time divided amongst 13 teachers for their individual training and monitoring in the Quiet Time (QT) program per Qualification Narrative,	
Based on average hourly wage of \$35.00 per hour.	
7/1/15-6/30/16: 34.5 hours/teacher for training x 13 teachers x \$35 = \$15,698	
b. Mental Health Clinicians – 0.15 FTE for 24 months	
Mental Health Clinician time divided amongst 7 Clinicians for their individual training and monitoring in the Quiet Time (QT) program per Qualification narrative. Based on an average hourly wage of \$21.00 per hour.	
7/1/15-6/30/16: 34.5 hours/clinician for training x 7 clinicians x \$21 = \$5,072	
c. Data Collection/Evaluation Staff – 0.05 FTE for 24 months	
104 hours allotted during the grant period for project monitoring, data collection, outcome evaluation, and result dissemination by Sierra Vista's Quality Assurance Staff at \$20 per hour = \$2,080	
d. Benefits and Taxes	
Fringe benefits and taxes at 24% of total salary cost = \$5,484	
e. In-kind salaries = \$14,721	
9. Operating Expenditures	\$120
Supplies – 8 meditation bells/chimes at \$15 each	
10. Non-recurring Expenditures	\$0
Not applicable	
11. Training Consultant Contracts	\$81,700
Center for Wellness and Achievement in Education	
Quiet time Training costs, Follow-up Monthly Support: 7/1/15-6/30/16	
Cost per person includes program introduction, personal instructions, daily follow-up for first week, weekly follow-up for first month, monthly follow-up, and quarterly evaluation meetings for 3 Administrators, 13 Teachers, 7 Mental Health Clinicians and 63 Severely Emotionally Disturbed (SED) Students ant \$950 per person: 86 x \$950 = \$81,700; Evaluation work: \$5,000.	
12. Work Plan Management	\$0
Not applicable	
13. Other Expenditures	\$16,523
Administrative overhead costs are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resource etc.	
Administrative Overhead costs are calculated at 15% of the program costs.	
14. Total Proposed Expenditures	\$141,397
D. Revenues	
2. New Revenues	\$14,721
In-kind salary costs for the following positions:	
f. \$3,976 – 0.025 FTE Director, Non Pubic and School-Based Services	
g. \$2,460 – 0.025 FTE Vice-Principal, Kirk Boucher School	
h. \$3,060 – 0.025 Administrator, Sierra Vista Learning Center	
i. \$2,376 – 0.025 Clinical Director	

j. \$2,849 – Benefits at 24% of In-kind Personnel

E. Total Funding Requested

\$126,676

BUDGET NARRATIVE FOR FY 2016-17

F. Expenditures	Budget Amount
15. Personnel Expenditures	\$13,674
<ul style="list-style-type: none"> f. Classroom Teacher – 0.20 FTE for 24 months\ Teacher time divided amongst 13 teachers for their individual training and monitoring in the Quiet Time (QT) program per Qualification Narrative, Based on average hourly wage of \$35.00 per hour. 7/1/16-6/30/07: 5 hours/teacher for outcome reporting x 13 teachers x \$35 = \$2,275 g. Mental Health Clinicians – 0.15 FTE for 24 months Mental Health Clinician time divided amongst 7 Clinicians for their individual training and monitoring in the Quiet Time (QT) program per Qualification narrative. Based on an average hourly wage of \$21.00 per hour. 7/1/16-6/30/07: 5 hours/clinician for outcome reporting x 7 clinicians x \$21 = \$735 h. Data Collection/Evaluation Staff – 0.05 FTE for 24 months 104 hours allotted during the grant period for project monitoring, data collection, outcome evaluation, and result dissemination by Sierra Vista's Quality Assurance Staff at \$20 per hour = \$2,080 i. Benefits and Taxes Fringe benefits and taxes at 24% of total salary cost = \$1,222 j. In-kind salaries = \$7,363 	
16. Operating Expenditures	\$0
Not applicable	
17. Non-recurring Expenditures	\$0
Not applicable	
18. Training Consultant Contracts	\$5,000
Center for Wellness and Achievement in Education Quiet Time Follow-up, Outcome Measurement, Evaluation: 7/1/16-6/30/17 Cost for CWAE staff to provide follow-up, data collection assistance, outcome measurement, and evaluation/dissemination assistance: \$5,000	
19. Work Plan Management	\$0
Not applicable	
20. Other Expenditures	\$1,697
Administrative overhead costs are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resource etc. Administrative Overhead costs are calculated at 15% of the program costs.	
21. Total Proposed Expenditures	\$20,371
G. Revenues	
3. New Revenues	\$7,363
In-kind salary costs for the following positions:	
k. \$5,964 – 0.025 FTE Director, Non Pubic and School-Based Services	
l. \$3,690 – 0.025 FTE Vice-Principal, Kirk Boucher School	
m. \$4,590 – 0.025 Administrator, Sierra Vista Learning Center	
n. \$5,347 – 0.025 Clinical Director	
o. \$4,702 – Benefits at 24% of In-kind Personnel	

H. Total Funding Requested

\$13,008

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 104-191), 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 160.103, 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 Standard.