

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

DEPT: Behavioral Health and Recovery Services BOARD AGENDA #: \*B-2

AGENDA DATE: July 11, 2017

**SUBJECT:**

Approval to Enter Into Independent Contractor Agreements with Sierra Vista Child and Family Services and the Center for Human Services for the Provision of a Promotores/Community Health Worker to Promote Community-Based Behavioral Health Education and Prevention at Two Geographical Areas of Stanislaus County

**BOARD ACTION AS FOLLOWS:**

No. 2017-376

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Behavioral Health and Recovery Services BOARD AGENDA #: \*B-2  
Urgent  Routine  RO AGENDA DATE: July 11, 2017  
CEO CONCURRENCE: *pht* 4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval to Enter Into Independent Contractor Agreements with Sierra Vista Child and Family Services and the Center for Human Services for the Provision of a Promotores/Community Health Worker to Promote Community-Based Behavioral Health Education and Prevention at Two Geographical Areas of Stanislaus County

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**STAFF RECOMMENDATIONS:**

1. Approve an agreement with Sierra Vista Child and Family Services for the provision of a Promotores/Community Health Worker to promote community-based behavioral health education and prevention at the South Modesto Geographic Location.
2. Approve an agreement with the Center for Human Services for the provision of a Promotores/Community Health Worker to promote community-based behavioral health education and prevention at the Grayson/Westley Area Geographic Location.
3. Authorize the Behavioral Health Director, or his designee, to sign the agreement and any amendments adding services and payment of services up to \$55,764 with Sierra Vista Child and Family Services to provide a Promotores/Community Health Worker to promote community-based behavioral health education and prevention at the South Modesto Geographic Location.
4. Authorize the Behavioral Health Director, or his designee, to sign the agreement and any amendments adding services and payment of services up to \$32,000 with the Center for Human Services to provide a Promotores/Community Health Worker to promote community-based behavioral health education and prevention at the Grayson/Westley Area Geographic Location.

**DISCUSSION:**

Promotores/Community Health Workers (CHW) play a critical role in promoting community-based health education and prevention, particularly in communities historically underserved by the U.S. health care system. Promotores are Spanish-speaking CHWs who act as natural helpers and liaisons to promote healthy communities. Promotores/CHWs engage residents in activities that promote behavioral health and well-being to reduce the risk for developing a potentially serious mental health condition and to build protective factors. They also represent a rich spectrum of characteristics that facilitate access and linkage for underserved individuals into needed mental health care services and/or natural communities of support. As non-clinical providers, Promotores/CHWs are the bridge between health care institutions, professional providers, and community residents. Consistent with Board of Supervisors' direction and

Approval to Enter Into Independent Contractor Agreements with Sierra Vista Child and Family Services and the Center for Human Services for the Provision of a Promotores/Community Health Worker to Promote Community-Based Behavioral Health Education and Prevention at Two Geographical Areas of Stanislaus County

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General Services Agency (GSA) Purchasing Guidelines, Behavioral Health and Recovery Services (BHRS) continues to review and seek competitive bids on services. On July 19, 2016, the Board of Supervisors authorized BHRS, in conjunction with GSA to issue a Request for Proposal (RFP) for the provision of a Promotores/Community Health Worker to promote community-based health education and prevention at three Geographical Areas of Stanislaus County; South Modesto, Grayson/Westley Area, and the Airport District. RFP Number 16-85-DQ was issued on November 16, 2016, and sent electronically to 741 vendors, 30 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on November 29, 2016, and six vendors were in attendance. The RFP closed on December 15, 2016, and GSA received complete responses from the four vendors listed below:

- Sierra Vista Child and Family Services – Modesto, CA
- The Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio) - Stockton, CA
- Center for Human Services (CHS) – Modesto, CA
- Livingston Community Health – Patterson, CA

All proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of five evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from Stanislaus County BHRS, City of Modesto, and Aspiranet.

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

Phase II & III	Total Available 100 Points	Total Average Points
South Modesto – Sierra Vista Child and Family Services		86.80
South Modesto – Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio)		63.09

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<b>South Modesto – Center for Human Services (CHS)</b>		81.29
<b>Grayson/Westley Area – Livingston Community Health</b>		71.00
<b>Grayson/Westley Area – Center for Human Services (CHS)</b>		81.60
<b>Airport District/East Modesto – Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio)</b>		64.40

Awards were made to the vendor(s) whose proposals best met the criteria set forth in the RFP and provides the best value to the County, with the proposed budget and all other factors considered.

On February 6, 2017, GSA issued a Notice of Intent to Award to Sierra Vista Child and Family Services at the South Modesto Geographic Location and to the Center for Human Services at the Grayson/Westley Area Geographic Location. No award was issued for the third Geographic Location.

The proposed budget submitted by Sierra Vista Child and Family Services in the RFP Response was \$55,764 for one year to provide these services in the South Modesto Area. The final negotiated agreement with Sierra Vista Child and Family Services reflects a contract maximum of \$55,764 for the term beginning July 1, 2017, and continuing through June 30, 2018, with four optional one-year renewal terms.

The proposed budget submitted by the Center for Human Services in the RFP Response was \$32,000 for one year to provide these services in the Grayson/Westley Area. The final negotiated agreement with the Center for Human Services reflects a contract maximum of \$32,000 for the term beginning July 1, 2017, and continuing through June 30, 2018, with four optional one-year renewal terms.

Approval to Enter Into Independent Contractor Agreements with Sierra Vista Child and Family Services and the Center for Human Services for the Provision of a Promotores/Community Health Worker to Promote Community-Based Behavioral Health Education and Prevention at Two Geographical Areas of Stanislaus County

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**POLICY ISSUE:**

Approval of the agreements with Sierra Vista Child and Family Services and the Center for Human Services as result of a Request for Proposal process allows BHRS to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum five-year term imposed in BHRS Departmental Policy, shall be competitively procured.

**FISCAL IMPACT:**

The total cost for the provision of Promotores/Community Health Workers to promote community-based behavioral health education and prevention in the South Modesto and Grayson/Westley areas is estimated to be \$55,764 and \$32,000, respectively, for the period July 1, 2017, through June 20, 2018. Both agreements will be funded by Mental Health Services Act revenue.

The Behavioral Health and Recovery Services Adopted Proposed Budget for Fiscal Year 2017-2018 included appropriations and estimated revenue in the amount of \$87,764 for the agreements with Sierra Vista Child and Family Services and the Center for Human Services. There is no impact to County General Fund.

<b>Cost of recommended action:</b>	\$ 87,764
<b>Source(s) of Funding:</b>	
Mental Health Services Act (MHSA)	\$ 87,764
<b>Funding Total:</b>	\$ 87,764
<b>Net Cost to County General Fund</b>	\$ -

<b>Fiscal Year:</b>	2017/2018
<b>Budget Adjustment/Appropriations needed:</b>	No

**Fund Balance as of**  
 Behavioral Health and Recovery Services \$20,153,865

The following table includes the cumulative value of prior contracts with Sierra Vista Child and Family Services and the Center for Human Services for the provision of Promotores/Community Health Workers to promote community-based behavioral health education and prevention for the fiscal periods beginning July 1, 2015, through June 30, 2017, as required in Contract Reporting Policy Number One, originally approved by the Board of Supervisors on January 24, 2006, and modified by the Board on March 22, 2011.

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Budget Unit	Contractor	Description of Services	Previous Contract Amounts for 7/1/15 through 6/30/17	Proposed Contracted Amounts for 7/1/17 through 6/30/18	Cumulative Contract Total
Mental Health Services Act	Sierra Vista Child & Family Services	Community-Based Health Education and Prevention	\$226,056	\$55,764	\$281,820
Mental Health Services Act	Center for Human Services	Community-Based Health Education and Prevention	\$488,255	\$36,000	\$524,255

**BOARD OF SUPERVISORS' PRIORITY:**

Approval of this request supports the Board of Supervisors' priorities of A Healthy Community, A Safe Community, Effective Partnerships, and Efficient Delivery of Public Services by providing services through vendor partnerships that provide mental health services in the community.

**STAFFING IMPACT:**

Existing BHRS staff is available to monitor the agreements and support the programs contained therein. There is no additional staffing impact associated with the approval of this agenda item.

**CONTACT PERSON:**

Rick DeGette, Behavioral Health Director (209) 525-6205

**ATTACHMENT(S):**

1. SVCFS Promotores S.Modesto FY 17.18 FINAL
2. CHS Promotores Grayson.Westley FY 17.18 FINAL

# Attachment 1

**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 Non-profit corporation ("Contractor"), as of the date of the last signature.

**Recitals**

WHEREAS, the County has a need for services to strengthen the capacity of the network of Promotores and Community Health Workers who support the mental health and well-being of individuals who are culturally and geographically underserved in areas of South Modesto within Stanislaus County; and

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

WHEREAS, as a result of RFP # 16-85-DQ, Contractor wishes to partner with County for the provision of Promotores/Community Health Worker – Realizando Alianzas y Inspirando Sabidura (RAIZ) Mental Health Prevention; 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**.

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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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. As a business associate, Contractor agrees to comply with all privacy and information security terms set forth in the attached Business Associate Exhibit, incorporated into this Agreement.

## 11. Non-Discrimination

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 including perception of 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, and 1102; 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  
ATTN: Contract Services Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor:

Sierra Vista Child and Family Services  
100 Poplar Avenue  
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.

[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 of the last signature set forth below.

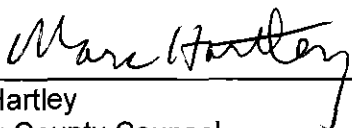
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**SIERRA VISTA CHILD AND FAMILY  
SERVICES**

  
Rick DeGette, MA, MFT      7-13-17  
Director      Date

\_\_\_\_\_  
Judy Kindle      Date  
Executive Director

APPROVED AS TO FORM  
John P. Doering, County Counsel

  
\_\_\_\_\_  
Marc Hartley  
Deputy County Counsel


BOS Action Item: 2017-376, July 11, 2017

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year of the last signature set forth below.

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

**SIERRA VISTA CHILD AND FAMILY  
SERVICES**

\_\_\_\_\_  
Rick DeGette, MA, MFT                      Date  
Director

  
\_\_\_\_\_  
Judy Kindle                      6/22/17                      Date  
Executive Director for Judy Kindle

APPROVED AS TO FORM  
John P. Doering, County Counsel

\_\_\_\_\_  
Marc Hartley  
Deputy County Counsel

BOS Action Item: 2017-376 , July 11, 2017



Community Capacity-Building  
Promotores/Community Health Workers  
RAIZ Mental Health Prevention Program  
Scope of Work

Promotores and Community Health Workers (CHW) play a critical role in promoting community-based health education and prevention, particularly in communities historically underserved by the U.S. health care system. Promotores and CHWs engage residents in activities that promote behavioral health and well-being to reduce the risk for developing a potentially serious mental health condition and to build protective factors. Promotores and CHWs also represent a rich spectrum of characteristics that facilitate access and linkage for underserved individuals into needed mental health care services and/or natural communities of support. As non-clinical providers, Promotores/CHWs are the bridge between health care institutions, professional providers, and community residents. We define RAIZ as: *Developing Partnerships and Inspiring Wisdom*

**A. STAFFING STRUCTURE**

1. To ensure quality of care and effective service, Contractor shall maintain 1 (one) Full Time Equivalent (FTE) Staff Promotora/CHW for the area of South Modesto.
2. The hiring requirements for this position are as follows:
  - 2.1. It is preferred that the staff Promotora/CHW lives within the geographic area of the community the agency is applying for.
  - 2.2. It is preferred that the staff Promotora/CHW has participated in trainings related to the Promotora/CHW model.
  - 2.3. The staff Promotora/CHW must be able to communicate in the threshold language in which they will be working.

**B. SERVICES**

1. Contractor shall provide the equivalent of 1.0 FTE for their Staff Promotores. FTE shall be trained as defined by the Behavioral Health and Recovery Services RAIZ model within twelve months of placement on the following:
  - 1.1. Mental Health System, Navigation, and PEI Regulations
  - 1.2. Mental Health Stigma Reduction and Peer Movement
  - 1.3. Mental Health Awareness and Suicide Prevention
  - 1.4. Cultural Competency and Protective Factors
  - 1.5. PEI Community Capacity Building Academy
2. Contractor shall develop a network of community-based Promotores in the identified region of Stanislaus County with an emphasis on the Latino community.

- 2.1. The local network will meet regularly to plan and coordinate local activities/events related to prevention and wellbeing efforts.
  - 2.2. The network of community-based promotores shall plan, coordinate, and execute one annual mental health stigma reduction and discrimination event/activity in the identified region of Stanislaus County.
3. Contractor shall utilize the following Prevention activities, services, and strategies to promote stigma and discrimination reduction, suicide prevention, mental health awareness, and well-being with an emphasis on the Latino community:
  - 3.1. Outreach
  - 3.2. Engagement
  - 3.3. Access and Linkage strategies shall be integrated in all activities/services
  - 3.4. Improved Timely Access to Mental Health Services strategies shall be integrated in all activities/services
  - 3.5. Strategies that are Non-Stigmatizing and Non-Discriminatory shall be integrated in all activities/services
4. Contractor shall provide the activities and services to a monthly average of 140 individuals. The definitions for the activities, services, and strategies for purposes of the Agreement are as follows:
  - 4.1. Outreach: Activities and services designed to inform, train, and/or educate the community about mental health and mental health services and support. Outreach is an early stage in the process of engaging individuals at risk for mental illness, individuals with early signs of mental illness, individuals with serious mental illness, and/or potential responders (i.e., those in a position to identify, support, or refer aforementioned individuals). Outreach services under this agreement are sections 2.1, 2.2, 5.1, 7.1, and 7.2.
  - 4.2. Engagement: Activities and services that 1) identify individuals at risk for mental illness, individuals with early signs of mental illness, individuals with serious mental illness, and/or potential responders (i.e., those in a position to identify, support, or refer aforementioned individuals); and 2) subsequently provide or refer aforementioned individuals with mental health services or community support. Engagement services under this agreement are sections 5.1-5.4 and 6.1-6.3.
  - 4.3. Access and Linkage: Activities and services that connect children, adults, and older adults to appropriate mental health services, community support, and resources to reduce risk factors for developing mental illness and build

protective factors, and to reduce negative outcomes that may result from untreated mental illness. This shall include connecting individuals with severe mental illness to medically necessary care and treatment.

- 4.4. Improve timely access to mental health services: Activities and services that increase the extent to which an individual who needs mental health services because of the risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available and cost of services.
  - 4.5. Non-stigmatizing and Non-discriminatory: Promoting, designing, and implementing programs in ways that reduce and circumvent stigma and discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and making services accessible, welcoming, and positive.
5. Contractor shall provide these Prevention and Early Intervention (PEI) Promotores services that enhance the community's capacity to support the mental health and wellbeing of individuals in the identified region of Stanislaus County.
- 5.1. Outreach and engage Promotores through individual and group activities and services, including presentations and events
  - 5.2. Continuous engagement of Promotores through:
    - 5.2.1. Regularly scheduled group sessions
    - 5.2.2. Individual support sessions
  - 5.3. All Community Promotores engaged in RAIZ shall be trained in the Basic Mental Health Promotores Training as defined by Behavioral Health & Recovery Services-RAIZ model which includes the following:
    - 5.3.1. Mental Health Awareness (Early Signs of MH Conditions)
    - 5.3.2. Mental Health Stigma and the Latino community
    - 5.3.3. Well-Being and Culture as Protective Factors for Mental Health
    - 5.3.4. Mental Health Access and Resources
    - 5.3.5. Suicide Prevention
  - 5.4. Support the development of Community Promotores by:
    - 5.4.1. Providing individual coaching and or consult sessions

- 5.4.2. Regularly conducting group engagement sessions
- 5.4.3. Convening monthly network meetings in the identified region of Stanislaus County to learn about Latino mental health and wellness
- 6. Contractor shall provide Outreach and Engagement services to Spanish-speaking communities regarding mental health and well-being supports.
  - 6.1. Provide outreach to promote mental health awareness of early signs, suicide prevention, reduce mental health stigma and discrimination and information to access mental health services in the identified region of Stanislaus County through:
    - 6.1.1. Individual outreach and referral
    - 6.1.2. Community-based collaborative events and presentations, utilizing broader public education campaign materials, including but not limited to pamphlets, handouts, PowerPoint materials, and “Each Mind Matters” and “Know the Signs” campaign materials.
  - 6.2. Continuously identify community assets, resources, and partnerships that support and service Spanish-speaking communities.
- 7. Contractor shall collaborate with the Regional Vision y Compromiso Promotora Network by:
  - 7.1. Attending regional monthly planning meetings only as assigned or requested by BHRS to represent RAIZ Mental Health Prevention Program
  - 7.2. Participating in the Network activities/planning/coordination as requested by BHRS
- 8. Contractor shall support the Promotores learning group by:
  - 8.1. Collaborating with the County in an ongoing dialogue regarding outcomes/performance measures, including Results Based Accountability (RBA) activities, and to explore, learn, and develop practice and standards for the integration of the Promotores model in behavioral health and community-based organization settings
  - 8.2. Assisting in the development of a sustainability and capacity building plan for existing Promotores efforts
  - 8.3. Participating in quarterly coordination and development sessions convened by BHRS PEI Services Manager and the RAIZ Promotores Capacity-Building Coordinator

- 8.4. Attending monthly RAIZ Mental Health Prevention Program meetings
- 8.5. Attending Prevention Partnership meetings every two months or as determined by BHRS
9. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #16-85-DQ; the Contractor's responding proposal, as well as any plans, specification, 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 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: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup>, the RFP.

## **B. PERFORMANCE OUTCOMES**

1. Contractor shall have ensured that Staff Promotores receive the RAIZ Model training as specified in section A, Paragraph 1.
2. Contractor shall continue to develop and maintain a network of community-based Promotores in the identified region of Stanislaus County:
  - 2.1. Contractor shall have outreached to and engaged Promotores through individual and group activities and services, including presentations, events, and individual and group support sessions
  - 2.2. Contractor shall have supported the ongoing development of at least thirteen (10) Community Promotores in the Promotores RAIZ model as defined by Behavioral Health and Recovery Services by June 30<sup>th</sup> of each year.
    - 2.2.1. Basic Promotores Training as specified in section A paragraph five by June 30<sup>th</sup> of each year.
    - 2.2.2. Individual coaching, support, or consult sessions
    - 2.2.3. Regularly scheduled group engagement sessions
    - 2.2.4. Regularly scheduled local network meeting to plan and coordinate local activities/events related to prevention and wellbeing efforts
  - 2.3. Local Network shall have planned, coordinated, and executed one community-wide mental health stigma reduction and discrimination activity/event in the Local area by June 30<sup>th</sup> of each year.

3. Contractor shall have supported the development of Staff and Community Promotores through collaboration with the Regional Vision y Compromiso Promotora Network as evidenced by:
  - 3.1. Attending regional monthly planning meetings as assigned/requested by BHRS
  - 3.2. Participating in the Network activities/planning/coordination as requested by BHRS
  
4. Contractor shall have conducted a minimum of six (6) stigma reduction presentations using the public campaign materials.
  
5. Contractor shall have provided these PEI services as stipulated in this agreement to a monthly average of 140 individuals in the identified region. The target is as follows:
  - 5.1. Forty (40) unduplicated\* individuals will be served each month with engagement activities/services.
  - 5.2. One Hundred (100) duplicated\*\* individuals will be served each month with outreach activities/services.

\*Unduplicated: Individuals are counted only once each month.  
 \*\*Duplicated: Individuals are counted more than one time if the individual participated in more than one activity/service during each month.
  
6. Contractor shall have developed and supported the execution of a sustainability and capacity building plan.
  - 6.1. Contractor shall have participated in quarterly coordination and development sessions convened by BHRS PEI Services Manager and the RAIZ Promotores Coordinator.
  
7. Contractor shall have a representative attend outcomes/performance measurement trainings and/or learning groups (including RBA), monitoring meetings, and/or technical assistance (TA) sessions to improve program performance, meet reporting requirements, and facilitate outcome discussion, including:
  - 7.1. Attending monthly RAIZ Mental Health Prevention Program meetings
  - 7.2. Attending Prevention Partner meetings every two months or as determined by BHRS
  
8. Contractor shall collect encounter data, demographic data, and other data related to outcomes, including "How Much", "How Well", and "Better Off" RBA measures, using tools and evaluation instruments provided by or approved by County and following the administration and submission schedule developed by BHRS. Contractor shall work

collaboratively with County, through BHRS, to enter data into a BHRS electronic information/tracking system and report on program performance measures.

9. Contractor shall collect and report quarterly data according to the following schedule:

- Quarter 1 (July-September): October 31<sup>st</sup> of each year
- Quarter 2 (October-December): January 31<sup>st</sup> of each year
- Quarter 3 (January-March): April 30<sup>th</sup> of each year
- Quarter 4 (April-June): July 31<sup>st</sup> of each year

**All quarterly data will be submitted through the PEI Database**

10. Contractor shall produce bi-annual narrative reports as specified by Behavioral Health and Recovery Services. The mid-year report is due February 15<sup>th</sup> of each year and the year-end report is due September 1<sup>st</sup> of each year. **Narrative reports shall be submitted electronically to County at [contracts@stanbhers.org](mailto:contracts@stanbhers.org) and [PEISubmit@stanbhers.org](mailto:PEISubmit@stanbhers.org)**

#### **C. BILLING AND PAYMENT**

1. In consideration of Contractor's provision of services required under the Agreement, County shall reimburse Contractor through the following funding source: Mental Health Services Act-Prevention and Early Intervention, for costs associated with operating the program not to exceed \$55,764 for training, salaries, benefits, and operating expenses.
2. Contractor shall submit written monthly invoices identifying services provided, a description of services and the total charge for services. County shall pay Contractor within thirty (30) calendar days of receipt of Contractor's invoice by County, for undisputed invoices.
3. Contractor shall submit an invoice electronically to [abhers@stanbhers.org](mailto:abhers@stanbhers.org) or by mail to the following address:

Stanislaus County Behavioral Health and Recovery Services (BHRS)  
800 Scenic Drive, Building 4  
Modesto, CA 95350  
Attention: Accounts Payable

4. Contractor shall provide County a Fiscal Year Expenditure Budget each year. The budget shall be sent electronically to Contract Services at [contracts@stanbhers.org](mailto:contracts@stanbhers.org).

#### **D. 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.

**E. TERM**

These services shall commence on July 11, 2017 and continue through June 30, 2018

**F. DUPLICATE COUNTERPARTS**

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

**G. COMPLIANCE**

Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.



## EXHIBIT B

### Insurance Required for Most Contracts (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Reporting***

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

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 05/12/2017

Vendor: Sierra Vista Child and Family Services - Promoters (S. Modesto)

## 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.



## Attachment 2

**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 non-profit corporation ("Contractor"), as of the date of the last signature.

**Recitals**

WHEREAS, the County has a need for services to strengthen the capacity of the network of Promotores and Community Health Workers who support the mental health and well-being of individuals who are culturally and geographically underserved in areas of Grayson/Westley within Stanislaus County; and

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

WHEREAS, as a result of RFP # 16-85-DQ, Contractor wishes to partner with County for the provision of Promotores/Community Health Worker – Realizando Alianzas y Inspirando Sabidura (RAIZ) Mental Health Prevention; 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**.

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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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. As a business associate, Contractor agrees to comply with all privacy and information security terms set forth in the attached Business Associate Exhibit, incorporated into this Agreement.

#### 11. Non-Discrimination

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 including perception of 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, and 1102; 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  
ATTN: Contract Services Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor:  
Cynthia Duenas  
Center for Human Services  
1700 McHenry Village Way, Suite 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.

[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 of the last signature set forth below.

COUNTY OF STANISLAUS  
 BEHAVIORAL HEALTH AND  
 RECOVERY SERVICES

CENTER FOR HUMAN SERVICES

\_\_\_\_\_  
 Rick DeGette, MA, MFT                                  Date  
 Director

*Cynthia Duenas* 5/23/17  
 \_\_\_\_\_  
 Cynthia Duenas, MFT                                  Date  
 Executive Director

APPROVED AS TO FORM  
 John P. Doering, County Counsel

\_\_\_\_\_  
 Marc Hartley  
 Deputy County Counsel

BOS Action Item: 2017-376, July 11, 2017

Community Capacity-Building  
Promotores/Community Health Workers  
RAIZ Mental Health Prevention Program  
Scope of Work

Promotores and Community Health Workers (CHW) play a critical role in promoting community-based health education and prevention, particularly in communities historically underserved by the U.S. health care system. Promotores and CHWs engage residents in activities that promote behavioral health and well-being to reduce the risk for developing a potentially serious mental health condition and to build protective factors. Promotores and CHWs also represent a rich spectrum of characteristics that facilitate access and linkage for underserved individuals into needed mental health care services and/or natural communities of support. As non-clinical providers, Promotores/CHWs are the bridge between health care institutions, professional providers, and community residents. We define RAIZ as: *Developing Partnerships and Inspiring Wisdom*

**A. STAFFING STRUCTURE**

1. To ensure quality of care and effective service, Contractor shall maintain .5 Equivalent (FTE) Staff Promotora/CHW for the area of Grayson/Westley.
2. The hiring requirements for this position are as follows:
  - 2.1. It is preferred that the staff Promotora/CHW lives within the geographic area of the community the agency is applying for.
  - 2.2. It is preferred that the staff Promotora/CHW has participated in trainings related to the Promotora/CHW model.
  - 2.3. The staff Promotora/CHW must be able to communicate in the threshold language in which they will be working.

**B. SERVICES**

1. Contractor shall provide the equivalent of .5 FTE for their Staff Promotores. FTE shall be trained as defined by the Behavioral Health and Recovery Services RAIZ model within twelve months of placement on the following:
  - 1.1. Mental Health System, Navigation, and PEI Regulations
  - 1.2. Mental Health Stigma Reduction and Peer Movement
  - 1.3. Mental Health Awareness and Suicide Prevention
  - 1.4. Cultural Competency and Protective Factors
  - 1.5. PEI Community Capacity Building Academy
2. Contractor shall develop a network of community-based Promotores in the identified region of Stanislaus County with an emphasis on the Latino community.

- 2.1. The local network will meet regularly to plan and coordinate local activities/events related to prevention and wellbeing efforts.
- 2.2. The network of community-based promotores shall plan, coordinate, and execute one annual mental health stigma reduction and discrimination event/activity in the identified region of Stanislaus County.
3. Contractor shall utilize the following Prevention activities, services, and strategies to promote stigma and discrimination reduction, suicide prevention, mental health awareness, and well-being with an emphasis on the Latino community:
  - 3.1. Outreach
  - 3.2. Engagement
  - 3.3. Access and Linkage strategies shall be integrated in all activities/services
  - 3.4. Improved Timely Access to Mental Health Services strategies shall be integrated in all activities/services
  - 3.5. Strategies that are Non-Stigmatizing and Non-Discriminatory shall be integrated in all activities/services
4. Contractor shall provide the activities and services to a monthly average of seventy (70) individuals. The definitions for the activities, services, and strategies for purposes of the Agreement are as follows:
  - 4.1. Outreach: Activities and services designed to inform, train, and/or educate the community about mental health and mental health services and support. Outreach is an early stage in the process of engaging individuals at risk for mental illness, individuals with early signs of mental illness, individuals with serious mental illness, and/or potential responders (i.e., those in a position to identify, support, or refer aforementioned individuals). Outreach services under this agreement are sections 2.1, 2.2, 5.1, 7.1, and 7.2.
  - 4.2. Engagement: Activities and services that 1) identify individuals at risk for mental illness, individuals with early signs of mental illness, individuals with serious mental illness, and/or potential responders (i.e., those in a position to identify, support, or refer aforementioned individuals); and 2) subsequently provide or refer aforementioned individuals with mental health services or community support. Engagement services under this agreement are sections 5.1-5.4 and 6.1-6.3.
  - 4.3. Access and Linkage: Activities and services that connect children, adults, and older adults to appropriate mental health services, community support, and resources to reduce risk factors for developing mental illness and build protective factors, and to reduce negative outcomes that may result from

untreated mental illness. This shall include connecting individuals with severe mental illness to medically necessary care and treatment.

- 4.4. Improve timely access to mental health services: Activities and services that increase the extent to which an individual who needs mental health services because of the risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available and cost of services.
  - 4.5. Non-stigmatizing and Non-discriminatory: Promoting, designing, and implementing programs in ways that reduce and circumvent stigma and discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and making services accessible, welcoming, and positive.
5. Contractor shall provide these Prevention and Early Intervention (PEI) Promotores services that enhance the community's capacity to support the mental health and wellbeing of individuals in the identified region of Stanislaus County.
- 5.1. Outreach and engage Promotores through individual and group activities and services, including presentations and events
  - 5.2. Continuous engagement of Promotores through:
    - 5.2.1. Regularly scheduled group sessions
    - 5.2.2. Individual support sessions
  - 5.3. All Community Promotores engaged in RAIZ shall be trained in the Basic Mental Health Promotores Training as defined by Behavioral Health & Recovery Services-RAIZ model which includes the following:
    - 5.3.1. Mental Health Awareness (Early Signs of MH Conditions)
    - 5.3.2. Mental Health Stigma and the Latino community
    - 5.3.3. Well-Being and Culture as Protective Factors for Mental Health
    - 5.3.4. Mental Health Access and Resources
    - 5.3.5. Suicide Prevention
  - 5.4. Support the development of Community Promotores by:
    - 5.4.1. Providing individual coaching and or consult sessions
    - 5.4.2. Regularly conducting group engagement sessions

5.4.3. Convening monthly network meetings in the identified region of Stanislaus County to learn about Latino mental health and wellness

6. Contractor shall provide Outreach and Engagement services to Spanish-speaking communities regarding mental health and well-being supports.
  - 6.1. Provide outreach to promote mental health awareness of early signs, suicide prevention, reduce mental health stigma and discrimination and information to access mental health services in the identified region of Stanislaus County through:
    - 6.1.1. Individual outreach and referral
    - 6.1.2. Community-based collaborative events and presentations, utilizing broader public education campaign materials, including but not limited to pamphlets, handouts, PowerPoint materials, and “Each Mind Matters” and “Know the Signs” campaign materials.
  - 6.2. Continuously identify community assets, resources, and partnerships that support and service Spanish-speaking communities.
7. Contractor shall collaborate with the Regional Vision y Compromiso Promotora Network by
  - 7.1. Attending regional monthly planning meetings only as assigned or requested by BHRS to represent RAIZ Mental Health Prevention Program
  - 7.2. Participating in the Network activities/planning/coordination as requested by BHRS
8. Contractor shall support the Promotores learning group by:
  - 8.1. Collaborating with the County in an ongoing dialogue regarding outcomes/performance measures, including Results Based Accountability (RBA) activities, and to explore, learn, and develop practice and standards for the integration of the Promotores model in behavioral health and community-based organization settings
  - 8.2. Assisting in the development of a sustainability and capacity building plan for existing Promotores efforts
  - 8.3. Participating in quarterly coordination and development sessions convened by BHRS PEI Services Manager and the RAIZ Promotores Capacity-Building Coordinator
  - 8.4. Attending monthly RAIZ Mental Health Prevention Program meetings
  - 8.5. Attending Prevention Partnership meetings every two months or as determined by BHRS

9. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #16-85-DQ; 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: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup>, the RFP.

## **B. PERFORMANCE OUTCOMES**

1. Contractor shall have ensured that Staff Promotores receive the RAIZ Model training as specified in section A Paragraph 1.
2. Contractor shall continue to develop and maintain a network of community-based Promotores in the identified region of Stanislaus County:
  - 2.1. Contractor shall have outreached to and engaged Promotores through individual and group activities and services, including presentations, events, and individual and group support sessions
  - 2.2. Contractor shall have supported the ongoing development of at least five (5) Community Promotores in the Promotores RAIZ model as defined by Behavioral Health and Recovery Services by June 30<sup>th</sup> of each year.
    - 2.2.1. Basic Promotores Training as specified in Section A, Paragraph five by June 30<sup>th</sup> of each year.
    - 2.2.2. Individual coaching, support, or consult sessions
    - 2.2.3. Regularly scheduled group engagement sessions
    - 2.2.4. Regularly scheduled local network meeting to plan and coordinate local activities/events related to prevention and wellbeing efforts
  - 2.3. Local Network shall have planned, coordinated, and executed one community-wide mental health stigma reduction and discrimination activity/event in the Local area by June 30<sup>th</sup> of each year.
3. Contractor shall have supported the development of Staff and Community Promotores through collaboration with the Regional Vision y Compromiso Promotora Network as evidenced by:
  - 3.1. Attending regional monthly planning meetings as assigned/requested by BHRS

- 3.2. Participating in the Network activities/planning/coordination as requested by BHRS
  
4. Contractor shall have conducted a minimum of six (6) stigma reduction presentations using the public campaign materials.
  
5. Contractor shall have provided these PEI services as stipulated in this agreement to a monthly average of (70) individuals in the identified region. The target is as follows:
  - 5.1. Forty (20) unduplicated\* individuals will be served each month with engagement activities/services.
  - 5.2. Fifty (50) duplicated\*\* individuals will be served each month with outreach activities/services.

\*Unduplicated: Individuals are counted only once each month.  
 \*\*Duplicated: Individuals are counted more than one time if the individual participated in more than one activity/service during each month.
  
6. Contractor shall have developed and supported the execution of a sustainability and capacity building plan.
  - 6.1. Contractor shall have participated in quarterly coordination and development sessions convened by BHRS PEI Services Manager and the RAIZ Promotores Coordinator.
  
7. Contractor shall have a representative attend outcomes/performance measurement trainings and/or learning groups (including RBA), monitoring meetings, and/or technical assistance (TA) sessions to improve program performance, meet reporting requirements, and facilitate outcome discussion, including:
  - 7.1. Attending monthly RAIZ Mental Health Prevention Program meetings
  - 7.2. Attending Prevention Partner meetings every two months or as determined by BHRS
  
8. Contractor shall collect encounter data, demographic data, and other data related to outcomes, including “How Much”, “How Well”, and “Better Off” RBA measures, using tools and evaluation instruments provided by or approved by County and following the administration and submission schedule developed by BHRS. Contractor shall work collaboratively with County, through BHRS, to enter data into a BHRS electronic information/tracking system and report on program performance measures.
  
9. Contractor shall collect and report quarterly data according to the following schedule:
  - Quarter 1 (July-September) :October 31<sup>st</sup> of each year



- Quarter 2 (October-December): January 31<sup>st</sup> of each year
- Quarter 3 (January-March): April 30<sup>th</sup> of each year
- Quarter 4 (April-June): July 31<sup>st</sup> of each year

**All quarterly data will be submitted through the PEI Database**

10. Contractor shall produce bi-annual narrative reports as specified by Behavioral Health and Recovery Services. The mid-year report is due February 15<sup>th</sup> of each year and the year-end report is due September 1<sup>st</sup> of each year. **Narrative reports shall be submitted electronically to County at [contracts@stanbhhs.org](mailto:contracts@stanbhhs.org) and [PEISubmit@stanbhhs.org](mailto:PEISubmit@stanbhhs.org)**

**C. BILLING AND PAYMENT**

1. In consideration of Contractor's provision of services required under the Agreement, County shall reimburse Contractor through the following funding source: Mental Health Services Act-Prevention and Early Intervention, for costs associated with operating the program not to exceed \$32,000 for training, salaries, benefits, and operating expenses.
2. Contractor shall submit written monthly invoices identifying services provided, a description of services and the total charge for services. County shall pay Contractor within thirty (30) calendar days of receipt of Contractor's invoice by County, for undisputed invoices.
3. Contractor shall submit an invoice electronically to [abhrs@stanbhhs.org](mailto:abhrs@stanbhhs.org) or by mail to the following address:

Stanislaus County Behavioral Health and Recovery Services (BHRS)  
800 Scenic Drive, Building 4  
Modesto, CA 95350  
Attention: Accounts Payable

4. Contractor shall provide County a Fiscal Year Expenditure Budget each year. The budget shall be sent electronically to Contract Services at [contracts@stanbhhs.org](mailto:contracts@stanbhhs.org)

**D. 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.

**E. TERM**

These services shall commence on July 1, 2017 and continue through June 30, 2018

**F. DUPLICATE COUNTERPARTS**

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

**G. COMPLIANCE**

Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Reporting***

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

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 05/12/2017

Vendor: Center for Human Services - Promoters (Grayson/Westley)

## 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 effects 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.