#### CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and MELISSA MOLINA-CASAS ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

#### 1. <u>Duration of Contract</u>.

This contract shall commence on July 1, 2016, and end on June 30, 2017, unless sooner terminated as specified herein.

#### 2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

#### 3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

#### 4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

#### 5. <u>Insurance Limits</u>.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \_\_\$1,000,000

  (b) Professional liability insurance: \_\_\$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \_\$100,000

#### 6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

## 7. Specific Terms and Conditions (check one)

- [ ] There are no additional provisions to this contract.
- [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

## 8. <u>Information about Contract Administrators</u>.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:	Contract Administrator for CONTRACTOR
Name: Maria Corona	Name: Melissa Molina-Casas
Title: Deputy Director	Title: LCSW
Address: 1111 San Felipe Rd, Ste 206	Address: 185 Kane Dr
Hollister, California 95023	Hollister, CA 95023
E-Mail: mcorona@cosb.us	E-Mail: melissacasaslcsw@gmail.com
Telephone No.: 831-630-5176	Telephone No.: 831-207-2754
Fax No.: 831-637-2910	Fax No.: NA
· ·	
SIGNATUR	RES
APPROVED BY COUNTY:	APPROVED BY CONTRACTOR:
Name:	Name: Melissa Molina- Casas
Chair, San Benito County Board of Supervisors	Title: LCSW
Date:	Date: 7/6/10
APPROVED AS TO LEGAL FORM: Matthew W. Granger, San Benito County Counsel	
By:	
Date: 7-6-16	

# ATTACHMENT A Scope of Work

#### 1. COUNTY shall:

- A. Refer appropriate clients for services. The referral shall include the client's case plan.
- B. Provide all appropriate background information for each client referred and be available to answer questions, in person, or via verbal and/or written communication.

#### 2. CONTRACTOR shall:

- A. Consult with H&HSA social workers for case history as needed.
- B. Provide child, family, or individual therapy as deemed appropriate.
- C. Provide crisis counseling.
- D. Provide written reports/letters as requested, and on at least a quarterly basis, documenting a client's progress in therapy and any other specific issues as requested by a social worker. Contractor may use Exhibit A-1 to provide progress updates.
- E. Provide court testimony in child dependency cases on behalf of COUNTY when necessary.
- F. Provide monthly invoices for each client detailing the following:
  - (1) Name of client
  - (2) Date of service (or missed visit)
  - (3) Specific services provided, and
  - (4) Number of hours of services provided

Provider may use their own billing form if it contains all of the required information or they may use County's Exhibit A-2.

#### **END OF ATTACHMENT A**

## **Counseling Progress Report**

Directions: Complete the information needed in the sections below as it pertains to the client. Submit the completed report to the Social Worker at the end of each month.

Date: Cilent Name :	S/Worker:
Current Risk Factors: (Sulcidal, Homicidal, Impulse Control, Medical Risk	ks, Abuse, Risks History)
Current Family/Social Issues: (Substance Abuse/Dependence, Sulcide A	ttempt, Divorce, Abuse, Other)
	•
Progress Towards Goals & Objectives:  • Identify progress made:	
definity progress inage.	
Give examples supporting progress or lack thereof:	
Reasons for lack of progress;	
readons for lack of progress,	,
Attendance and participation:	
	ATTACHMENT A-1

## San Benito County Child Protective Services



	Billing Invoice		Taning .	
Invoice for/	1			
- Month Day	Year	For each client ind Individual therapy Couples therapy Family therapy CPS consultation	icate type of activity:	
Client Name (And name of CPS staff person if providing a consultation)	Type of Session/Activity	Length of Session/Activity	Location of Activity (If other than your office)	
			-	
	)			
		,		
		,		
•				
	TOTAL HOURS:			
Provider Name: Date;				
Signature	š.			
		ATTA	CHMENT A-2	

## THERAPIST-CLIENT SERVICE AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

#### THERAPY SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in therapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Therapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of therapy often requires discussing the unpleasant aspects of your life. However, therapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Therapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-3 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

#### APPOINTMENTS

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hour notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect the amount of your co-payment [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

#### PROFESSIONAL FEES

The standard fee for the initial intake is \$90.00 and each subsequent session is \$90.00. The responsible party for this payment is San Benito County Health and Human Services Agency.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, San Benito County Health and Human Services Agency will pay for the professional time required.

#### INSURANCE

At this time I am considered an out-of-network provider. However, San Benito County Health and Human Services Agency will pay for the services provided.

### PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

#### CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

#### PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

#### **EMERGENCY PROCEDURES**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) You may contact San Benito County Behavioral Health at 831-636-4020, 2) go to your Local Hospital Emergency Room, or 3) call 911.

#### OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

	CONSENT	TO	THER	APV
--	---------	----	------	-----

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Signature of Patient or Guardian
Printed Name of Patient or Guardian
- 1 and 1 taile of 1 attent of Guardian
Date
•
Signature of Patient or Guardian
Printed Name of Patient or Guardian
Date

# ATTACHMENT B Payment Schedule

#### B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis:

- [X] One month in arrears.
- [ ] Upon the complete performance of the services specified in Attachment A.
  - [X] The basis specified in paragraph B-4.

#### **B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

#### **B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR:

[ ]	a total	lump	sum	payment	of\$	
					,	OI

[X] a total sum not to exceed \$15,000.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

#### **B-4. SPECIAL COMPENSATION TERMS:**

- [X] There are no additional terms of compensation.
  [X] The following specific terms of compensation shall apply: (Specify)
  - a) CONTRACTOR shall complete and submit a signed invoice for the prior months services on or before the 15<sup>th</sup> of the month.
  - b) The invoice will identify the client, the type of service provided, date of service, duration of service in minute increments, the contract rate for the type of service (i.e. \$35 per hour for correspondence and \$90 per hour for counseling) and the total charge.
  - c) CONTRACTOR shall sign all invoices.
  - d) Invoices which do not include the above described information will not be paid.
  - e) COUNTY shall pay CONTRACTOR at a rate of ninety dollars (\$90.00) per hour for counseling services rendered.

- f) COUNTY shall pay to CONTRACTOR ninety dollars (\$90.00) for each scheduled hour when a client fails to show for an appointment and/or is late to an appointment without prior notice.
- g) COUNTY shall pay to CONTRACTOR thirty-five dollars (\$35.00) for each hour for correspondence (i.e. paperwork and telephone contact).
- h) No charge shall be incurred when a referred COUNTY client has called 24 hours in advance to reschedule an appointment.

Accounting contact for COUNTY:	Accounting contact for CONTRACTOR:
Name: Stephanie Churchill	Name: Melissa Molina - Casas
Title: Accounting Technician	Title: LCSW
Address: 1111 San Felipe Rd Ste 206	Address: 185 Kane Dr
Hollister, California 95023	Hollister, CA 95023
E-Mail: schurchill@cosb.us	E-Mail: melissacasaslcsw@gmail.com
Telephone No.: 831-630-5188	Telephone No.: 831-207-2754
Fax No.: 831-637-9754	Fax No.: NA

#### END OF ATTACHMENT B

# ATTACHMENT C General Terms and Conditions

#### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned,

- non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any

subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

#### C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

#### C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

#### C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

#### C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

#### C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

#### C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

#### C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, on the same day as the facsimile transmission is made.

#### C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its

designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

#### C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to

be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

#### C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

#### C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

#### C-30 VALID PROFESSIONAL LICENSE.

CONTRACTOR asserts possession of a current valid license to practice psychology and/or provide marriage, family and child counseling by the State of California Board of Psychology or California Board of Behavioral Sciences. CONTRACTOR asserts that there is no investigation pending regarding CONTRACTOR'S license to practice psychology or marriage, family and child counseling in the State of California; CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

#### C-31 FELONY CHARGES.

CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.

#### C-32 MALPRACTICE CLAIMS.

CONTRACTOR will notify COUNTY of any and all past negative malpractice judgments, awards, and/or settlements, and of any and all current or pending malpractice actions within fifteen (15) days of receipt of notice of such actions.

#### END OF ATTACHMENT C.

## PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT **Consultants and Independent Contractors Accessing Child Protective Services Records**

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency – Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

#### READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

## I certify that, in order to ensure the confidentiality and security of data, I agree to:



Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.



Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.



Respect the confidentiality and privacy of individuals whose data I access.



Protect confidential information located at my place of business.



Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

#### I Certify that I agree NOT to:



Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.



Make unauthorized copies of confidential data.

Engage in any activity that would compromise the security or confidentiality of data held in County records.

I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.

ssa Molina-(bisas

SIGNATURE

Attachment

#### ATTACHMENT E SAN BENITO COUNTY BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
  - (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

(Rev. December 2014) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  Melissa Casas  2 Business name/disregarded entity name, if different from above				
age					
on p	3 Check appropriate box for federal tax classification; check only one of the following		otions (codes apply only to		
pe		instruction instruction	ons on page 3):		
r tyl	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, S=S corporation)	oration, r -partitership)	payee code (if any)		
nt o Istru	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate   Certain entities, not individual/sole proprietor or   S Corporation, S=S corporation, P=partnership)				
Pri ic Ir	☐ Other (see instructions) ▶		ccounts maintained outside the U.S.)		
Ċ.	5 Address (number, street, and apt. or suite no.)	Requester's name and address	s (optional)		
) Spe	185 Kane Drive				
See S	6 City, state, and ZIP code				
ഗ്	Hollister, Ca 95023				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the name give	n on line 1 to avoid Social security num	ber		
backu	p withholding. For individuals, this is generally your social security number (S	SN), However, for a			
reside	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on p	age 3. For other 5 7 2 - 0	8 - 2 0 6 0		
TIN or	s, it is your employer identification number (EIN). If you do not have a number (EIN).	-			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification number					
guidel	guidelines on whose number to enter.				
Part II Certification					
Under	penalties of perjury, I certify that:				
1. The	e number shown on this form is my correct taxpayer identification number (or	I am waiting for a number to be issued to r	ne); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue					
Se	vice (IRS) that I am subject to backup withholding as a result of a failure to re	eport all interest or dividends, or (c) the IRS	has notified me that I am		
	longer subject to backup withholding; and				
	n a U.S. citizen or other U.S. person (defined below); and				
	FATCA code(s) entered on this form (if any) indicating that I am exempt from				
Certif	ication instructions. You must cross out item 2 above if you have been notif	ied by the IRS that you are currently subject	t to backup withholding		
interes	se you have failed to report all interest and dividends on your tax return. For it paid, acquisition or abandonment of secured property, cancellation of debt	real estate transactions, item 2 does not ap	ply. For mortgage		
genera	by paid, acquisition of abandonment of secured property, cancellation of debit ally, payments other than interest and dividends, you are not required to sign	the certification, but you must provide your	rangement (IRA), and		
instru	ctions on page 3.	the definication, but you must provide your	correct riiv. See the		
Sign	Signature of	-//			
Here		Date ▶ 7/5//(	0		
Gen	eral Instructions • For	m 1098 (home mortgage interest), 1098-E (stude	nt loan interest) 1098-T		
	(tuition verforences are to the Internal Revenue Code unless otherwise and delivery	on) (no			

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements. CONTACT PRODUCER NAME NASW RRG Plan Administrator PHONE FAX (A/C, No): 1200 East Glen Avenue (A/C, No, Ext): Peoria Heights, IL 61616-5348 E-MAIL ADDRES INSURER(S) AFFORDING COVERAGE NAIC# NASW Risk Retention Group INSURED INSURER A: 14366 Melissa Molina-Casas INSURER B: 185 Kane Drive INSURER C: Hollister, CA 95023 INSURER D: INSURER E NSURER F: **CUSTOMER ID: 1HGLE1VFF** CERTIFICATE NUMBER: P-IND1KYRD9CYCF-00 **REVISION NUMBER: 001** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER POLICY EFF POLICY EXP LIMITS LTR INSR WVD (MM/DD/YYYY) (MM/DDMYY) GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY \$ PREMISES (Ea. Occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADVINIURY EPU - CLAIMS MADE GENERAL AGGREGATE \$ EPLI - OCCUR PRODUCTS - COMP/OP AGO 5 5 EN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED ALL OWNED AUTOS AUTOS NON-OWNED BODILY INIURY (Per accident) \$ PROPERTY DAMAGE \$ HIRED AUTOS AUTOS UMBRELLA EACH OCCURRENCE OCCUR IAR GGREGATE \$ FXCESS LIAB CLAIMS-MADE DED RETENTION WORKERS COMPENSATION WC STATUTORY LIMITS OTHER AND EMPLOYERS' LIABILITY Y/N E.L. EACH ACCIDENT ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER E.L. DISEASE - EACH EMPLOYEE EXCLUDED? If yes, describe unde E.L. DISEASE - POLICY LIMIT \$ (Mandatory In NH) Description of Operation Professional Liability Per Claim Limit \$1000000.00 / Professional Liability A P-IND1KYRD9CYCF-00 05/22/2016 05/22/2017 N N Professional Liability Aggregate Limit \$3000000.00 / Retroactive Date: 05/22/2013 State Licensing Board Limits \$35000.00 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS. Gay P. P. F AUTHORIZED REPRESENTATIVE



## SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY DECLARATIONS - CLAIMS MADE

Customer ID:	1HGLE1VFFJ		Named Insured:	Melissa Molina-Casas	
Policy Number:	P-IND1KYRD9CYCF-00		Address:	185 Kane Drive	
Effective Date:	05/22/2016			Hollister, CA 95023	
Expiration Date:	05/22/2017				
Retroactive Date:	05/22/2013				
			NDUCT (SEE POLICY FOR		
Professional Liability Per Claim Limit		\$1,000,	000.00	\$144.50	
Professional Liability Aggregate Limit		\$3,000,000.00			
Professional Liability Per Claim Limit		1,000,000.00			
Professional Liability Aggregate Limit		3,000,000.00			
Deposition Expense \$5,		,000 per deposition/\$3	5,000 per policy period	the season to the original transfer that the Care Congress, 1989,	
Subpoena Expense		\$400.00		,	
state License Board Investigation Defense		\$35,000.00			
mergency First Aid		\$15,00	00.00		

#### TOTAL PREMIUM FOR THIS COVERAGE PART:

\$25,000.00

\$15,000.00

\$5,000 per incident/\$50,000 per policy period

\$1,000 per day/\$35,000 per policy period

\$144.50

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THIS INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Authorized Representative:

Health Information - HIPAA

First Party Assault

Medical Payments

Wage Loss and Expense

Brokered and Administered by:

NASW
Insurance Company, RRG

NASW RRG Plan Administrator 1200 E. Glen Avenue Peoria Heights, IL 61616-5348 License: CAN 0F76076, ARN 1322 To Verify Claims History Contact:

Western Litigation, Inc. c/o Alma Garcia 9821 Katy Freeway, Suite 600 Houston, TX 77024

 $Alma\_Garcia@western litigation.com$ 

Fax: 713-935-2479

Tony Benedetto

Policy Forms & Endorsements: ASI-1104 (July 30, 2015)

Tony Beredett

For additional information and online applications: NASWinsure.com





Board of Benavioral Sciences 1625 N. Market Blvd. Suite S-200 Sacramento, CA 95834 (916) 574-7830

## LICENSED CLINICAL SOCIAL WORKER

License No. LCSW24801

Certificate No. 53826

MELISSA ANN MOLINA-CASAS 185 KANE DR HOLLISTER, CA 95023-3115 Valid Until: 11/30/2017

In accordance with the provisions of Division 2 Chapter 14 of the Business and Professions Code, the person named hereon is issued a Licensed Clinical Social Worker renewal license.

- NON-TRANSFERABLE -

- POST IN PUBLIC VIEW - -

WBSLCS 12/31/07

O.Gov

Department of Consumer Sitting

BRE E

About BreEZe FAO's Help futorials

Skip navigation

Logon | Contact Us

#### License Details

The Department of Consumer Affairs encourages you to verify the license statuses of any licensees that may appear in a 'Related License' section below. You can verify these licensees by selecting 'New Search' and conducting a new search using the 'Search by Personal or Business Name' option. Please note that the 'Related License' section will only appear below if this license is related to another license. Not all licensees have a related license.

If the License Details below include 'Date of Graduation', the month and date of graduation may not be available. In this instance it will be displayed as '01/01/YYYY' where YYYY represents the year of graduation. Please note that not all license types disclose 'Date of Graduation' on the License Details screen.

Press "Previous Record" to display the previous license.

Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 24801

Arbitration Award

	•	Current Date: 07/06/2016 09:19 AM
Name:	MOLINA-CASAS, MELISSA ANN	All
License Type:	Licensed Clinical Social Worker	
License Status:	License Renewed & Current	
Expiration Date:	11/30/2017	*
Original Issuance Date:	07/31/2008	
Addresses		
Address of Record	Address	185 Kane Dr
		HOLLISTER, CA
		SAN BENITO
		95023-3115
		United States
		View en a map
Public Record Actions		
Administrative Disciplinary Actions		None found
Court Order		None found
Misdemeanor Conviction		None found
Felony Conviction		None found
Malpractice Judgment		None found
License Issued with Public Letter of Administrative Citation Issued	Reprimand	None found
	er State or Foderal Course	None found
Administrative Action Taken by Othe	state of Federal Government	None found

Previous Record Wext Record Search Results New Search Criteria Print

None found

Back to Top | Conditions of Use | Privacy Policy | Accessibility Copyright © 2013 State of California