

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and COMMUNITY SOLUTIONS FOR CHILDREN, FAMILIES AND INDIVIDUALS ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. DURATION OF CONTRACT

This contract shall commence on July 1, 2022, and end on June 30, 2025, 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. INSURANCE LIMITS

CONTRACTOR, at its sole cost and expense, shall procure and maintain for the duration of this contract 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: \$1,000,000

6. TERMINATION

COUNTY and CONTRACTOR shall have a right to terminate this agreement, with or without cause, by giving not less than thirty (30) days written notice of termination.

7. SPECIFIC TERMS AND CONDITIONS (check one)

- There are no additional provisions to this contract.
- 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. INFORMATION ABOUT CONTRACT ADMINISTRATORS

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

Contract Administrator for COUNTY:

Name: Rachel White
Title: Assistant Director Behavioral Health
Address: 1131 Community Pkwy
Hollister, CA 95023
Telephone No: (831) 636-4020
Fax No: (831) 636-4025
Email: _____

Contract Administrator for CONTRACTOR:

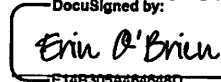
Name: Erin O'Brien, LCSW
Title: President/CEO
Address: 915 Murray Ave., Ste 100
Gilroy, CA 95020
Telephone No: (408) 497-5056
Fax No: N/A
Email: Erin.o'brien@communitysolutions.org

SIGNATURES

APPROVED BY COUNTY:


Signature: _____
Chair, San Benito County Board of Supervisors
Name: _____
Date: _____

APPROVED BY CONTRACTOR:

Signature:  _____
Title: President/CEO
Name: Erin O'Brien
Date: 5/12/2022

APPROVED AS TO LEGAL FORM

San Benito County Counsel

By:  _____
Date: 05/12/2022

ATTACHMENT A

Scope of Services

Children and Youth Prevention and Early Intervention Program

There shall be two (2) components of Prevention and Early Intervention (PEI) programs on behalf of the COUNTY.

SCHOOL BASED PROGRAM

The school-based programs will be staffed by CONTRACTOR with (2) Two FTE Case Managers. The CONTRACTOR will provide mental illness prevention services at assigned schools during the day and during after school activities through evidence-based programming and provision of supportive discussions.

CONTRACTOR will implement ongoing facilitation of peer-to-peer support groups at county assigned local elementary, middle schools and high schools, as well as provide implementation and ongoing facilitation of family-to-family support groups to family members. CONTRACTOR shall integrate PEI project activities with ongoing school activities, and with after-school activities.

The CONTRACTOR shall utilize a curriculum that consist of male and female Latino(a)/Youth development and leadership enhancement programing. The CONTRACTOR operation of this program shall provide a culturally based program designed to work with youth in the development of life skills, cultural identity, positive character, and leadership skills. Additional focus and outcomes of program implementation shall emphasize providing mentoring and leadership to youth who are considered at risk of using drugs, at risk for mental illness, and poor academic achievement because of mental health issues.

For the school-based services, the CONTRACTOR will provide mental health screening using the Mental Health Screening Tool (MHST). After the use of the screening tool and if it is determined that symptoms are mild to moderate, CONTRACTOR will provide brief supportive counseling for those youth/children with mild to moderate symptoms. If symptoms cannot be resolved at the lower supportive counseling level offered, a referral to the COUNTY will be made for continued mental health services. Contractor will follow-up to ensure appropriate linkage to services has been provided when needed.

EVENING THERAPY SESSIONS & GROUPS

This PEI Program component shall consist of one (1) licensed or licensed waived clinician who will be available for after-hours and evening appointments for individuals and/or implementation of group therapy/support. Individual appointments with licensed or licensed waived clinician will not exceed 5 sessions. If additional sessions are recommended, a referral to COUNTY will be made.

The licensed or waived clinician evening services shall total up to but not exceed a total maximum of twelve hours and 30 minutes (12.5 hours) per week and shall occur within a period of three (3) evenings per week.

The location of Clinician appointments and /or group activities shall be at the CONTRACTOR selected facility located in the City of Hollister.

This CONTRACTOR through the implementation of the contract identified PEI project components shall build collaboration between the schools, health services, preschools, community organizations, probation, and mental health services.

COORDINATION WITH OTHER MHSA COMPONENTS

CONTRACTOR project activities will be closely coordinated with the COUNTY's other MHSA programs and with all other programs offered by the CONTRACTOR. CONTRACTOR's staff at the schools, when appropriate, will make referrals to the COUNTY's Esperanza Center for Transition Age Youth. Children and youth will also be referred to the COUNTY when their symptoms and behaviors require levels of treatment considered to be serious mental illness.

PUBLIC RELATIONS

All press releases, statements to other news outlets, public announcements, advertising or other public accessed presentations or promotional statements regarding this Mental Health Services Act funded PEI project and as related to the project deliverables described in this agreement shall include a statement identifying that the activities are funded through the San Benito County Behavioral Health Department's Mental Health Services Act, Prop-63 funding.

PERFORMANCE OUTCOME MEASURES

1. CONTRACTOR shall complete COUNTY provided PEI Project Performance Outcome Measure Evaluation Forms as per COUNTY provided instructions and submit completed evaluation forms monthly or as requested.

2. CONTRACTOR shall submit the following items monthly to COUNTY:
 - a. Youth PEI Program
 - i. Demographic Forms for Youth and Parents
 - ii. Referral form from assigned schools
 - iii. Consent for Treatment forms
 - iv. MHST Forms for Youth
 - v. Feedback Surveys for Youth and Parents
 - vi. Individual Services Tracking Sheet
 - vii. Group Sign-In Sheets
 - viii. Discharge Summary
 - ix. Outreach and Engagement Activity Sheets as needed
 - b. Evening Therapy Sessions and Groups
 - i. Excel Tracker that lists clients each week with demographics and number of individuals, case management and group attendee's services provided.
 - ii. Demographic Forms for Youth
 - iii. Consent for Treatment forms
 - iv. GAD-7 & PHQ-9
 - v. Individual Services Tracking Sheet
 - vi. Group Sign-In Sheets
 - vii. Discharge Summary
 - viii. Referral Summary

- ix. Evaluation Forms
- x. Outreach and Engagement Activity Sheets as needed

3. **CONTRACTOR Representative will attend Prevention and Early Intervention Meetings held at the San Benito County Behavioral Health office monthly or as needed for the purpose of contract review and monitoring.**
4. **CONTRACTOR Representative will attend quarterly Cultural Competence Committee meetings and Quality Improvement Committee meetings held at the San Benito County Behavioral Health offices or specified locations.**
5. **CONTRACTOR will provide copies of program attendee sign in sheets for attendance justification and verification of unduplicated counts.**
6. **CONTRACTOR will have a physical presence at each school assigned to CONTRACTOR at a minimum of once every two weeks.**

TIMELINES:

SCHOOL BASED PROGRAM:		
Activity	Time Frame	Evidence Needed
Provide organizational chart of all staff in the PEI Program Components (see Attachment D)	Ongoing as needed	<ul style="list-style-type: none"> • Provide Organizational chart prior to start of services and when requested • Copy of all licenses/credentials of staff as determined by the COUNTY
Deliver early MH prevention services to school age children and youth	Monthly	<ul style="list-style-type: none"> • Monthly submission of: <ul style="list-style-type: none"> • Demographic Forms for Youth and Parents (Enrollment Forms) • Consent for Treatment forms • MHST Forms for Youth • Feedback Surveys for Youth and Parents • Individual Services Tracking Sheet • Group Sign-In Sheets • Evaluation Forms • Discharge Summary
Make referrals when necessary for COUNTY MH services and provide follow-up to ensure linkage	Ongoing	<ul style="list-style-type: none"> • Referral forms as needed • MHST forms as needed • Demographic forms as needed • Consent for treatment forms as needed
Provide information to family members on activities through PEI programs	Monthly	<ul style="list-style-type: none"> • Monthly calendar of list of activities • Monthly Outreach and Engagement Activity Sheets of all efforts • Monthly enrollment forms (when applicable) • Monthly sign-in sheets and what activity completing of those enrolled in services
Deliver the Youth Group programming	Monthly	<ul style="list-style-type: none"> • On a monthly basis submit: <ul style="list-style-type: none"> ▪ Name of person(s) running group ▪ Monthly calendar of list of activities ▪ Monthly sign-in sheets and what activity completing • Demographic Forms for Youth and Parents (Enrollment Forms) • MHST Forms for Youth • Feedback Surveys for Youth and Parents • Individual Services Tracking Sheet • Group Sign-In Sheets • Evaluation Forms • Discharge Summary

Deliver the PEI Program to Parents	Monthly	<ul style="list-style-type: none"> • On a monthly basis submit: <ul style="list-style-type: none"> ▪ Name of person(s) running group ▪ Monthly calendar of list of activities ▪ Monthly sign-in sheets and what activity completing • Demographic Forms for Youth and Parents (Enrollment Forms) • MHST Forms for Youth • Feedback Surveys for Youth and Parents • Individual Services Tracking Sheet • Group Sign-In Sheets • Evaluation Forms • Discharge Summary
EVENING THERAPY SESSIONS AND GROUPS		
Therapy and Group Session information	At Admission, every month and at Discharge	<ul style="list-style-type: none"> • Demographic Forms for Youth and Parents (Enrollment Forms) • MHST Forms for Youth • GAD-7 and PHQ-9 forms • Excel Tracker that lists clients each week with demographics and number of individuals, case management and group attendees services provided. <ul style="list-style-type: none"> ○ Within one (1) week of completion a Copy of an evaluation ○ Within one (1) week of exit a copy of a Discharge Summary
Attend PEI meetings with COUNTY	Monthly or as requested	

PROJECTED NUMBER OF CLIENTS SERVED:

School Base Program:

- Youth PEI program – serve 75 Youth (unduplicated count) – Having a minimum of 18 unduplicated students fully enrolled each quarter
- Parents PEI program – serve 15 Parents (unduplicated count – Parents of youth enrolled in Youth PEI program)

Evening Therapy Sessions and Groups:

- Clinician Provided Therapy – 12.5 hours per week of direct clinical services for Evening Therapy Sessions and Group, equaling up to a maximum of 600 Hours of direct clinical services per fiscal year that shall include individuals and families.
- Evening Therapy Sessions and Groups – Serve 30 Individuals (unduplicated count)

END OF ATTACHMENT A

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: (check one)

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

B - 2. PAYMENT

COUNTY shall make payment 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: (check one)

- A total lump sum payment not to exceed, or
- A total sum up to but not to exceed **ONE-MILLION ONE-HUNDRED SEVENTY-THREE THOUSAND, TWO HUNDRED EIGHTEEN (\$1,173,218)**. All contract reimbursement is for services rendered pursuant to the terms and conditions of this contract and pursuant to the following of the closing of the previous fiscal year's contract. A reconciliation process shall be completed by the COUNTY upon receipt of the fourth quarter claim by CONTRACTOR. The contract maximum amount is not intended to be interpreted as the guaranteed amount to be paid to the contractor as contract reimbursement amounts are dictated by county approved utilization of contractor provided services as specified in this contract and reimbursable up to the total maximum amount of this contract.
 - **Fiscal Year 2022/23:** A total sum up to but not to exceed Three-Hundred Seventy-Two Thousand Seven Hundred Eighty-Nine (\$372,789)
 - **Fiscal Year 2023/24:** A total sum up to but not to exceed Three-Hundred Ninety Thousand Seven Hundred Eighty (\$390,780)
 - **Fiscal Year 2024/25:** A total sum up to but not to exceed Four-Hundred Nine Thousand Six Hundred Forty-Nine (\$409,649)

B - 4. SPECIAL COMPENSATION TERMS: (Check one)

- There are no additional terms of compensation
- The following specific terms of compensation shall apply: (specify)

- A. **School Based Program** - CONTRACTOR shall invoice COUNTY on a monthly basis, within 30 days after the end of the month, beginning with the first month that ends on July 31st, 2022. Invoices shall be based on actual cost for the prior month.

Invoices submitted for the Youth PEI Program must reference unduplicated number of enrollments as outlined in Attachment A- PERFORMANCE OUTCOME MEASURES.

- B. **Evening Therapy Sessions and Groups Program** – CONTRACTOR shall invoice COUNTY on a monthly basis, within 30 days after the end of the month, beginning with the first month that ends on July 31st, 2022. Invoices shall be based on actual cost for the prior month.

Invoices submitted for the Youth PEI Program must reference unduplicated number of enrollments as outlined in Attachment A- PERFORMANCE OUTCOME MEASURES.

Evening Therapy and Group sessions that are provided by a clinician shall be compensated as follows in conjunction with the performance Outcome Measures above:
Licensed Clinician shall be reimbursed at a rate of \$150 per hour.
License-waivered Clinician shall be reimbursed at a rate of \$75 per hour.
All documentation shall include name and title of clinician performing services.

- C. Any final payment must be invoiced by CONTRACTOR to COUNTY for the twelve-month period ending June 30 within 30 days following the fiscal year ending on June 30.
- D. The COUNTY shall provide the CONTRACTOR with a monthly invoice format.
- E. The CONTRACTOR shall also include with each applicable quarterly invoice the completed PEI Project Performance Outcome Measure Evaluation Forms as provided by the COUNTY and as outlined in Attachment 'A', PERFORMANCE OUTCOME MEASURES) above.
- F. COUNTY may transfer contract funds between program components at the discretion of Behavioral Health Director and/or Designee.
- G. COUNTY may withhold payments to CONTRACTOR pending meeting the County requirement of submission of PEI Project Performance Outcome Measure Evaluation Forms

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 contract, 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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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.

END OF ATTACHMENT C.

ATTACHMENT D

SPECIFIC TERMS AND CONDITIONS

The following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.
- D-5. CONTRACTOR shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.
- D-6. CONTRACTOR shall maintain all necessary licensing and certification to perform under the scope of practice of CONTRACTOR.
- D-7. CONTRACTOR shall comply with all credentialing activities as may be required by the County.
- D-8. CONTRACTOR shall submit to COUNTY in a timely manner all required reports.
- D-9. CONTRACTOR shall provide Cultural Competence training to its staff, and report the training logs to COUNTY at least quarterly.
- D-10. CONTRACTOR shall have a representative attend the Cultural Competence Committee and Quality Leadership Committee hosted by COUNTY on a quarterly basis.
- D-11. Notwithstanding anything in paragraph C-6, to the contrary, CONTRACTOR shall maintain records as specified in paragraph C-6 for a period of Ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
- D-12. CONTRACTOR shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

- D-13. **CONTRACTOR, in seeking to resolve any problems or appeals with COUNTY, shall follow those procedures specified in the COUNTY's Provider Handbook of the San Benito County Mental Health Plan.**
- D-14. **CONTRACTOR shall adhere to all procedures and regulations as described in the County's Provider Handbook.**
- D-15. **Before the start of service, CONTRACTOR shall provide an organizational chart with programs, staff names and position held under each program, current credentials/licenses, permits or other documents (e.g. proof of professional development coursework completed) which entitle the holder to provide relevant services. The CONTRACTOR organizational chart shall be provided to the COUNTY when there is a change in staffing or bi-annually whichever happens sooner.**
- D-16. **Before the start of service, CONTRACTOR shall provide a current organizational chart of Board of Directors to the COUNTY. The CONTRACTOR Board of Directors organizational chart shall be provided to the COUNTY when there is a change in board members or bi-annually whichever happens sooner**
- D-17. **CONTRACTOR shall comply with the requirements listed under Practice Guidelines listed in the Provider Handbook as it relates to Prevention and Early Intervention programming.**
- D-18. **CONTRACTOR shall include a statement in all press releases, statements to other news outlets, public announcements, advertising or other public accessed presentations or promotional statements regarding this Mental Health Services Act funded PEI project and as related to the project deliverables described in this agreement, identifying that the activities are funded through the San Benito County Behavioral Health Department's Mental Health Services ACT, Prop-63 funding.**
- D-19. **The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. CONTRACTOR agrees to hold confidential information obtained from the COUNTY, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the COUNTY disclose to anyone any such confidential information.**
- D-20. **CONTRACTOR will maintain all client records in a secure location to ensure confidentiality and will prevent unauthorized access.**
- D-21. **CONTRACTOR will not disclose the identity of any client eligible for, or receiving, services pursuant to this Agreement to any third party, nor will CONTRACTOR forward any client record to any other person other than the parents/legal guardian or the COUNTY, without the written permission of the parents/legal guardian of such client.**
- D-22. **At the conclusion of the performance of this Agreement (or upon completion of services to any particular client), CONTRACTOR shall, upon the COUNTY's request, turn over to**

the COUNTY all client records for the COUNTY's clients to whom CONTRACTOR has provided services under this Agreement.

- D-23 CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any confidential COUNTY information for CONTRACTOR's own benefit. CONTRACTOR will protect such information and treat it as strictly confidential. A violation of this clause shall be a material violation of this Agreement. If it appears that CONTRACTOR has disclosed (or has threatened to disclose) information in violation of this Agreement, the COUNTY shall be entitled to an injunction to restrain CONTRACTOR from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The COUNTY shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

END ATTACHMENT D

ATTACHMENT E

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

BUSINESS ASSOCIATE

- (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. 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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 institute 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) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use

of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).

- (o) 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.

END OF ATTACHMENT E