

CONTRACT



The COUNTY OF SAN BENITO ("COUNTY") and CHARIS YOUTH CENTER ("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, 2019 and end on June 30, 2020, 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 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: \$1,000,000

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. 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: Alan Yamamoto

Title: Behavioral Health Director

Address: 1131 San Felipe Road

Hollister, California 95023

Telephone No.: (831) 636-4020

Fax No.: (831) 636-4025

Contract Administrator for CONTRACTOR:

Name: Don Beskeen

Title: Executive Director

Address: 714 West Main Street

Grass Valley, CA 95945

Telephone No.: (530) 477-9800 ext. 201

Fax No.: (530) 477-9803

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: Don Beskeen

Title: Executive Director

Date: 7/30/17

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

By: [Signature]

Date: 10-23-19

ATTACHMENT A

Scope of Services Charis Youth Center - Special Services Program

CONTRACTOR agrees to provide mental health services as outlined below. All mental health services to be delivered by CONTRACTOR on behalf of COUNTY as defined in this scope of services Attachment A, require prior authorization by COUNTY to allow CONTRACTOR to deliver such services on behalf of COUNTY.

CONTRACTOR shall follow all policies and procedures as described in the San Benito County Mental Health Provider Handbook to obtain COUNTY authorization to provide services on behalf of COUNTY.

Charis Youth Center provides comprehensive specialty mental health services that include Individual and Group Psycho Therapy, Medication Management Support, Therapeutic Behavior Services, Individual and Group Rehabilitation, Collateral, Case Management, Intensive Care Coordination and Crisis Intervention. Charis' Mental Health Services provide a thorough assessment of each youth's mental health status, the development of a comprehensive treatment plan and interventions, with an integrated approach to alleviating symptoms related to the youth's identified Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnosis.

Adolescents placed in Charis' program are typically very difficult to place and have experienced numerous placement failures in less restrictive environments. For many of these youth, the mental health interventions they receive through Medication Support Services, Mental Health Services and Case Management are critical to their success in a community-based program; and help avoid placement in a more restrictive setting, such as a community treatment facility, out of state placement or acute hospital.

Services are provided for as long as the client needs and benefits from such services and are terminated when such services are no longer needed.

PROGRAM COMPONENTS

ASSESSMENT: An Assessment is a comprehensive clinical analysis of the history and current status of the individual's mental, emotional, and behavioral disorder. The assessment documents the history, diagnosis and mental status determination. It includes relevant issues relating to cultural, linguistic, and family involvement. It documents the use of or abstinence from alcohol, tobacco, and other drugs. It is an appraisal of the individual's psychological functioning, living situation, daily activities, social support system, and physical health status. Assessment services are limited to an intake evaluation, mental health evaluation and testing and scoring procedures necessary for the evaluation and treatment of the individual's mental health needs. It establishes the medical necessity for ongoing treatment. Assessments are completed by Licensed Practitioners of the Healing Arts (LPHA) which include Charis' Psychiatrist, LCSW's, MFT's and registered interns with the Board of Behavioral Sciences. The types of assessments may be:

- Initial Psychiatric Assessment
- Intake Assessment Report
- Lab Test on Psychotropic Medications
- Mental Health 24-hour crisis intervention services
- Initial Medication Evaluation

TREATMENT PLAN DEVELOPMENT: Treatment Plan Development is the development of coordination plans, treatment plans or service plans, verification of mental health services and medical necessity, and monitoring the individual's progress. This will be overseen and supervised by a licensed therapist.

- Identification of Mental Health Needs
- Coordination of Plans, Treatment Plans, Service Plans
- Verification of Medical and Service Delivery
- Interagency and Intra-agency Consultation, Coordination, and Referral
- Monitoring Individual's Progress
- Discharge Planning and Placement Follow-up

THERAPY: Therapeutic interventions consistent with the individual's goals/desired results/personal challenges that focus primarily on symptom reduction as a means to improve functional impairments. This service is delivered by a Charis licensed therapist to an individual, group or in family therapy.

- Individual, Group, and Family therapy
- Behavior Stabilization

REHABILITATION SERVICES: Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, medication compliance, and support services. Counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal challenges; and medication education. These services are provided by a team of mental health specialists all supervised by a licensed therapist team.

- Therapeutic Recreation
 - Equestrian activities / horseback riding
 - Animal Assistance Program
 - Camping
- Focused Learning Groups
 - Child Abuse/Trauma Protective Skills
 - Grief
 - Aggression Management
- Process Oriented Group
 - Daily Goals
 - Problem Solving
 - Counseling Skills
- Transition Groups
 - Reunification, adoption, foster care or independent living
 - Aftercare
- Life Skills
 - Grooming, Hygiene, and Self-Care
 - Daily Living, Social Skills
 - Cultural Awareness
 - Community Outings
- Functional and Developmental Improvement/Maintenance
 - Health Screening
 - Community Health Supports
- Stress & Anger Management

- Relaxation Training
- Assertive Skills
- Anger Replacement Therapy
- Social Streaming

COLLATERAL: Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in the development and implementation of the treatment plan. "Significant support person" means persons, in the opinion of the client or the person providing services, who have or could have a significant role in the successful outcome of treatment, including but not limited to the parents or legal guardian of a client who is a minor, the legal representative of a client who is not a minor, a person living in the same household as the client, and relatives of the beneficiary.

- Education
- Family Involvement
 - Family Activities/Home Culture
 - Parent Education
 - Family Support/Visitation
- County Contact
 - May include: Social Workers, Probation Officers, Mental Health Workers, CASA Workers

CASE MANAGEMENT:

Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development. Case Management Services may include but are not limited to:

- Treatment Plan Meetings
- Red Flag Meetings
- Placement Meetings
- Transition Meetings
- Permanency Planning Meetings

INTENSIVE CARE COORDINATION

Intensive Care Coordination (ICC) is similar to Targeted Case Management (TCM) and includes components such as facilitating assessment, care planning and coordination of services, including urgent services for children or youth. ICC is delivered using a Child and Family Team and is intended for children or youth whose treatment requires cross-agency collaboration.

MEDICATION MANAGEMENT

If it is determined by Charis' multi-disciplinary team that a youth requires psychotropic medication evaluation to assist in ameliorating symptoms s/he is experiencing, medication support services will be provided as part of their comprehensive treatment planning process.

Medication management services include the prescription, administration, dispensing, and monitoring of psychotropic medications. Charis' medication support services program provides the following:

- Evaluation of the need for medication
- Evaluation and monitoring of clinical effectiveness and side effects

- Obtaining informed consent from the client's guardian
- Collateral medication education
- Plan development
- Prescribing of psychotropic medications

Only those professionals identified under Title 9, Chapter 11, as qualified to administer these services provide medication support services. Those professionals include: psychiatrists, physicians, registered nurses, licensed vocational nurses, and Licensed psychiatric technicians.

The medical staff works closely with the Charis' multidisciplinary treatment team in designing medication support services that support the overall treatment interventions provided by the mental health staff. Working together, this treatment team and the youth design an individualized medication plan that will be most effective in reducing the youth's identified symptoms.

CRISIS INTERVENTION

Crisis Intervention is an emergency response service, lasting less than 24 hours, enabling the client to cope with a crisis while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the client's need for immediate clinical intervention. Crisis Intervention services are limited to stabilization of the presenting emergency.

- Life Space Crisis Intervention
- ProACT

QUALITY IMPROVEMENT

Charis' Quality Improvement staff has designed systems that provide clear audit trails to identify and delineate how services are documented and billed. Regular case reviews, chart reviews, and ongoing internal audits provide methods of oversight for all Medi-Cal services.

- Utilization Review Chart Reviews
- Medication Monitoring
- Cultural Competence
- Advanced Incident Reviews

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)

- ☒ (X) 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, or
- ☒ (X) A total sum not to exceed eighty thousand dollars (\$80,000) 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: (Check one)

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

Rates per Charis Youth Center -

A. Crisis Intervention	\$ 4.08 per minute
B. Case Management	\$ 2.12 per minute
C. Medication Support	\$ 5.06 per minute
D. Rehabilitation (ind. Or Grp.)	\$ 2.74 per minute
E. Mental Health Services	\$ 2.74 per minute
F. ICC	\$ 2.74 per minute

For each client the monthly claim shall itemize the type and date of service - a) day treatment - full day increments [rehabilitative or intensive], b) medication support, in minute increments for billing to the Medi-Cal program.

B-5. AUDIT EXCEPTIONS AND OVERPAYMENTS:

Any and all audit exceptions and or other overpayments subjected to State Department of Health Care Services fiscal recoupment identified by the COUNTY, or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. If the results of any audit show that the funds paid to CONTRACTOR under this agreement as an audit exception and or overpayment, then the CONTRACTOR shall pay the overpayment amount to COUNTY no later than sixty (60) calendar days after the, date on which the audit exception and or overpayment was

identified or at COUNTY's election. CONTRACTOR must also notify the COUNTY in writing of the reason for the audit exception and or overpayment. COUNTY may recover the overpayment or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other Agreement.

B-6. CONTRACTOR COST REPORT SUBMISSION:

As related to the services delivered per the terms and conditions of this Contract, CONTRACTOR shall prepare and submit to COUNTY a Year End Annual Cost Settlement. CONTRACTOR shall provide to the COUNTY one hard copy document with original wet signature and electronic submitted copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and per instructions provided by COUNTY. Such Annual Reports shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements and to the degree applicable per COUNTY direction to CONTRACTOR, using forms, templates and instructions provided by the COUNTY.

The CONTRACTOR'S Year-End Cost Report Settlement as pertains to this Contract shall consist of the following listed documentation:

- State Cost Report.
- Annual Report(s), as applicable and required by the COUNTY and relevant State and Federal oversight entities.

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 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, 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.

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.

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.
- (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 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