

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and SENECA FAMILY OF AGENCIES ("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 February 18, 2020, 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 sixty (60) 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.

- ☒ 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, CA 95023
Telephone
No: (831) 636-4020
Fax No: (831) 636-4025
Email: alan@sbcmh.org

**Contract Administrator for
CONTRACTOR:**

Name: Ken Berrick
Title: Chief Executive Office
Address: 6925 Chabot Road
Oakland, CA 94618
Telephon
e No: (510)654-4004 x 2222
Fax No: (650) 317-1426
Email: ken_berrick@senecacenter.org

SIGNATURES

APPROVED BY COUNTY:

Name: Chair, San Benito County
Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: 
Founder/CEO
Patricia Galvan, COO

TAX ID# 94-2971761

Date: 1/28/2020

APPROVED AS TO LEGAL FORM:

San Benito County Counsel By: 

Date: 1-31-2020

ATTACHMENT A
SCOPE OF SERVICES
CONTRACTOR

Section 1.0 – Clients: At the request of the COUNTY, CONTRACTOR shall provide Intensive Home Based Services (IHBS) to foster children/youth. CONTRACTOR shall treat only those clients who meet the criteria indicated below (*Check those criteria which apply.*) and who have been evaluated and referred in writing as authorized to receive services by the County's Behavioral Health Quality Improvement Supervisor.

- ☐ [] EPSDT (Early and Periodic Screening, Diagnosis and Treatment Program): Medically necessary services provided only for clients under 21 years of age who are eligible for the full scope of Medi-Cal benefits.
- ☐ [] Medically necessary services provided under Managed Care to Medi-Cal beneficiaries 21 years of age and older.
- ☒ [X] COUNTY shall specify the particular service to be rendered by CONTRACTOR to the specific client or clients in a written referral transmitted by COUNTY to CONTRACTOR. Upon receipt of such written referral, CONTRACTOR shall be authorized to render the authorized services to the particular client or clients.

Section 1.1 – Client Eligibility: COUNTY shall be responsible for verifying client eligibility for Medi-Cal services.

Section 2.0 – Medical Necessity of Services: CONTRACTOR shall provide only IHBS services which are medically necessary and have been preauthorized in writing by the COUNTY. Medical necessity shall be determined in accordance with guidelines contained in Appendix 1 of Attachment A to this contract.

Section 3.0 – Procedures: CONTRACTOR shall provide only those services which have been preauthorized in writing by COUNTY. Such procedures shall be limited to those listed in Appendix 1 of Attachment A to this contract. Additionally, billable services shall be limited to those authorized by written referral from COUNTY.

SECTION 3.1 – PROCEDURE DEFINITIONS: CONTRACTOR AGREES ALL AUTHORIZED INTENSIVE HOME BASED SERVICES PROVIDED SHALL COMPLY WITH THE DEFINITIONS BELOW.

- CONTRACTOR agrees to provide clients on behalf of COUNTY services in alignment with the Pathways to Wellbeing Core Practice Model an individualized, strength-based interventions designed to improve mental health condition that interfere with a foster child/youth's functioning and are aimed at helping the child/youth build skills necessary for successful functioning in the home and the community
- CONTRACTOR'S services are non-restrictive, supervised program, focused on each child/youth specific and individualized need. CONTRACTOR shall maintain all mental health services environment with respect, encouragement, and

appreciation for all COUNTY clients placed at CONTRACTOR'S services.

- COUNTY Foster/Youth will be encouraged to build skills necessary for successful functioning at home and in the community and given support in discovering and acquiring intervention skills and self-help management skills. Foster/Youth and their caregiver will be encouraged to participate in many activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community.
- COUNTY Foster Children/Youth shall be encouraged to reach and maintain his/her highest possible quality of life. Each COUNTY Foster Children/Youth will be provided CONTRACTOR support to achieve individualized goals that will result in their being re-integrated into the community as soon as possible.
- CONTRACTOR shall provide Programs and Services focused on assisting Foster Children/Youth to live in the least restrictive level of care and enhance quality of life.

Section 4.0 – Documentation of Services: Documentation must meet medical necessity guidelines referenced in Section 2.0 above, and meet Medi-Cal requirements as described by service and procedure code. Documentation, including progress notes, shall include the duration of the contact (including documentation time) and meet all documentation requirements as per State Department of Mental Health requirements. All billed services shall be subject to monitoring by COUNTY for compliance with State Department of Mental Health requirements. Clinical records shall be maintained for at least ten years from the last date of service to the beneficiary.

CONTRACTOR shall expend no more billable time (including documentation time) performing the services for a particular client than the amount of time specified in Attachment B, section B-4.

CONTRACTOR shall maintain clinical records for at least ten years from the last date of service to the beneficiary.

End Of Attachment A

Appendix 1 to Attachment A
Referral for Intensive Homebased Services (IHBS)
(Form on Next Page)

REFERRAL FOR INTENSIVE HOMEBASED SERVICES (IHBS)

Date of Referral _____							
COUNTY TREATMENT TEAM	Last _____ First _____ MI _____ DOB _____ Age _____ Sex: Male <input type="checkbox"/> Female <input type="checkbox"/> Language of Choice _____ Address: _____ Telephone No. _____ Parent/Guardian _____						
	San Benito County BH Clinician: _____ San Benito County BH Clinician Email: _____ San Benito County BH Psychiatrist: _____ San Benito County Social Worker Email: _____ San Benito County Social Worker: _____ BH Phone #: _____ CPS Phone #: _____						
	• Is this a Crisis or emergency? Yes <input type="checkbox"/> No <input type="checkbox"/> • Is Individual a danger to self or others? Yes <input type="checkbox"/> No <input type="checkbox"/> • Has Individual received MH services in the past? Yes <input type="checkbox"/> No <input type="checkbox"/> • If yes, when and where? _____ • Does Individual take medication? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, name of medication: _____ Other information _____ _____ _____						
	Does individual have San Benito County Medi-cal? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, medi-cal card number _____ (copy of card when available)						
REFERRAL INFO	Other agencies involved, available test results, legal status etc. _____ _____ _____						
	*** Attach a copy of the client's most recent Treatment Plan to this form. ***						
INFORMATION	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 30%; text-align: center; vertical-align: middle;">Access REVIEW:</td> <td style="text-align: center;">FREQUENCY</td> <td style="text-align: center;"># OF SESSIONS:</td> </tr> <tr> <td style="text-align: center;"> _____ x per <input type="checkbox"/> week or <input type="checkbox"/> month </td> <td style="text-align: center;"> _____ </td> </tr> </table>		Access REVIEW:	FREQUENCY	# OF SESSIONS:	_____ x per <input type="checkbox"/> week or <input type="checkbox"/> month	_____
	Access REVIEW:	FREQUENCY		# OF SESSIONS:			
_____ x per <input type="checkbox"/> week or <input type="checkbox"/> month		_____					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 30%; text-align: center; vertical-align: middle;"> San Benito County Behavioral Health INTENSIVE HOMEBASED SERVICES REFERRAL </td> <td style="height: 30px;">Client Name:</td> </tr> <tr> <td style="height: 30px;">Client ID #:</td> </tr> </table>		San Benito County Behavioral Health INTENSIVE HOMEBASED SERVICES REFERRAL	Client Name:	Client ID #:			
San Benito County Behavioral Health INTENSIVE HOMEBASED SERVICES REFERRAL	Client Name:						
	Client ID #:						

Appendix 2 to Attachment A

Scope of Work

Overview of Services:

The agency will provide clients Intensive Home-Based Services (IHBS) foster children and youth in San Benito County.

- ***Skills Coaching:*** The IHBS support counselor works with each youth to help them develop and practice functional skills such as self-care, self-regulation, self-expression, and other behaviors that will decrease or replace target behaviors that are contributing to instability at home or the community. CONTRACTOR's treatment model is based in part on learning theory, that a youth's behaviors often stem from an adaptive attempt to meet an unmet need. CONTRACTOR works with youth to help them identify unmet needs underlying their behaviors. Once a need is identified, the support counselor coaches the youth to use more effective, pro-social replacement behaviors to get their needs met. With positive reinforcement, the youth is supported to replace behaviors that caused instability or distress in their life. This allows each young person to gain mastering of success in daily life, including home and community activities, and family and peer relationships.
- ***Behavior Plan Implementation:*** if the youth has developed behaviors in response to an unmet need those behaviors have been reinforced over time, whether intentionally or inadvertently, these behaviors can persist and become more difficult to change. Teaching the youth new skills in only one part of the process; these new skills must be reinforced.
- ***Caregiver Support:*** The long term success of treatment hinges upon the team's ability to transfer skills and interventions to the youth and the family. IHBS staff works to increase caregiver capacity to understand and respond to their child's behaviors, as well as identifying ways for the caregiver(s) to practice self-care and self-control techniques during time of family distress. This process of transferring skills to the family consists of five stages.
 - Educating or helping the family understand the information and being transparent about treatment decisions that are made, and providing psychoeducation around child development and behavioral intervention;
 - Modeling, or demonstrating and discussing methods for testing hypotheses and assessing the effectiveness of interventions used, with opportunity for family questions and feedback;
 - Training, or breaking the process of interventions down into manageable steps and assisting the caregiver in attempting and then assessing the success of each step in a non-judgmental way;
 - Coaching, or stepping back from the process as the caregiver becomes more skilled and comfortable in intervening, but providing assistance and guidance in working through challenges as they arise; and

- Evaluating the interventions identified and being used by the family for effectiveness, potential for sustainability, and generalizability to other settings or presenting needs, and then giving praise and feedback to the caregiver to replicate or adjust any interventions as necessary.

Culturally Competent Services

CONTRACTOR will provide culturally competent and linguistically appropriate services to meet the needs of the target population. Specifically, CONTRACTOR will provide services in the preferred language used by the clients and their families.

Coordination of Care

CONTRACTOR shall develop a plan of coordination with the assigned COUNTY that will include at a minimum:

- a. Mode of communication and frequency
- b. Submission of monthly progress reports
- c. Step down and/or Discharge planning

CONTRACTOR will take all reasonable measures to inform COUNTY of any crisis situations in the timeliest manner. In such situation situations, COUNTY will provide medication support; facilitate medical hospitalization and psychological evaluation.

In the event of any unplanned medical emergency or mental health intervention, CONTRACTOR will contact COUNTY.

Discharge planning

It is the expectation of COUNTY that discharge planning will be a coordinated effort between the CONTRACTOR and COUNTY. All Client discharges will be 'planned discharges'. Discharge planning occurs from the moment a client is authorized for IHBS by the COUNTY and will at least be evaluated by the COUNTY and CONTRACTOR on a **regular basis** for client progress and application of services for COUNTY re-authorization. COUNTY shall engage with CONTRACTOR in a timely and periodic concurrent review process of Contractor provided services subject to claims reimbursement by COUNTY. COUNTY shall maintain authority for final determination of medically necessary services authorized for CONTRACTOR reimbursement by COUNTY.

ATTACHMENT B

Payment Schedule

Prior Authorization

a. **Form**

COUNTY shall develop a prior authorization form, which must be completed for each patient admitted by CONTRACTOR under this agreement. At a minimum, this form shall contain a clear patient identification, admission date, and COUNTY approval of the admission and level of service. CONTRACTOR is committed to provide care in accordance with the terms of this agreement, and COUNTY is committed to reimburse CONTRACTOR for care as set forth in this Exhibit.

b. **Process**

COUNTY contract liaison shall provide CONTRACTOR with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the COUNTY contract liaison by mutual consent of the COUNTY and CONTRACTOR, provided COUNTY supplies a completed form within three (3) days from the date of admission.

Reimbursement

a. **Amount**

The total amount of maximum reimbursement available under this agreement shall not exceed Two hundred fifty thousand dollars (\$250,000) per year. 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.

b. **Rate**

COUNTY shall reimburse CONTRACTOR for services under this agreement at a rate of \$3.40 per minute for IHBS, per day of services for foster children/youth. For each client the monthly claim shall itemize the type and date of service in minute increments for billing to the Medi-Cal program. CONTRACTOR will provide the chart notes with the monthly claim justifying said services. The monthly gross billings shall reflect a reduction of third party revenues received on behalf of individual clients from this COUNTY.

c. **Claims**

CONTRACTOR shall submit all claims for reimbursement under the agreement within sixty (60) days after the ending date of the agreement. All claims submitted after sixty (60) days following the ending date of the agreement will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursement and paid by the COUNTY which remain unpaid by the CONTRACTOR after ninety (90) days following the ending date of the agreement will be disallowed under audit by the COUNTY.

d. **Monthly Payment**

COUNTY shall provide CONTRACTOR with an approved form for use in billing services under this agreement. CONTRACTOR shall bill for services under this agreement on a monthly basis in arrears. CONTRACTOR shall provide COUNTY with a bill on the approved form within ten (10) days of the end of the month of service. COUNTY shall reimburse CONTRACTOR for services within thirty (30) days of receipt of the approved form.

e. **Final Payment**

COUNTY shall provide CONTRACTOR with final payment for services under this agreement within thirty (30) days of receipt of CONTRACTOR billing for the last month of service. Final payment shall be adjusted as appropriate to reconcile cash advance provided CONTRACTOR (c. above), differences between estimated and actual CONTRACTOR share of cost receipts, and other outstanding payment issues.

Audits

a. **Scope**

COUNTY may audit CONTRACTOR billing for, and provision of, services under this agreement at any time with fourteen (14) days advance written notice. COUNTY audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the CONTRACTOR were actually provided to COUNTY patients as prescribed in the Basic Services Statement included in Exhibit "A". CONTRACTOR shall provide COUNTY with on-site access to all reasonable documents, records, and other supporting information for billing and services under this agreement.

CONTRACTOR shall make available to COUNTY, upon written request, and to the Federal/State Government or any of their duly authorized representatives, this agreement and such books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the reasonable costs of services to COUNTY.

c. **Findings**

Where problems are identified in the course of an audit, which resulted in a significant overpayment to the CONTRACTOR, COUNTY must conduct an exit conference with the CONTRACTOR at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

d. **Repayment**

CONTRACTOR must repay COUNTY for any overpayment identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in D below. At the CONTRACTOR's discretion, repayment may be scheduled for direct submission to the COUNTY or an offset of a future bill for services under this agreement. If CONTRACTOR fails to submit appropriate repayment within designated timeframe, COUNTY may offset future bills for services under this agreement.

e. **Appeals**

CONTRACTOR has the right to appeal audit findings and related COUNTY actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by COUNTY. COUNTY shall schedule a formal hearing for CONTRACTOR appeals within thirty (30) days of receipt of a written request. COUNTY shall issue a final report on appeal findings within thirty (30) days of the formal hearing. CONTRACTOR shall also have the right to judicial review of COUNTY actions related to audits conducted under this agreement. In the case of such an appeal, CONTRACTOR repayment shall be due within thirty (30) days after the appeal process is final.

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

- D-1. CONTRACTOR shall comply specifically 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 adhere to all statutes and regulations governing the confidentiality of records. CONTRACTOR agrees to maintain the confidentiality of any information, which may be obtained in the performance of this agreement. CONTRACTOR agrees to hold all such confidential information in trust and confidence and upon cancellation or expiration of this agreement CONTRACTOR will return to COUNTY all written or descriptive matter, which contains any such confidential information.
- D-3. CONTRACTOR shall maintain all patient 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 ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.
- D-6. CONTRACTOR shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.
- D-7. State and COUNTY agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.
- D-8. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when COUNTY provides such.
- D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.
- D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, CONTRACTOR shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). COUNTY agrees that all screenings and stabilizing services provided by a CONTRACTOR in a medical emergency are services covered by COUNTY under this agreement.
- D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the

confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.

- D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or \$5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.
- D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.
- D-14. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.
- D-15. CONTRACTOR will cooperate with COUNTY in the preparation of and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or statutes of the State of California or United States Government.
- D-16. COUNTY, with prior written notice of fourteen (14) days to CONTRACTOR, may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.
- D-17. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.
- D-18. CONTRACTOR agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by COUNTY. Without limiting the generality of the foregoing, CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.
- D-19. CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither the CONTRACTOR or CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21,

USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of CONTRACTOR's facilities or COUNTY's facilities or worksites. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or worksite, the CONTRACTOR, within five (5) days thereafter, shall notify the supervising department or the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

- D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the COUNTY agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".
- D-21 In cases of unusual occurrences CONTRACTOR shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. CONTRACTOR agrees to concurrently notify COUNTY in writing of said unusual occurrence.

END OF ATTACHMENT D