

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Mental Health Student Services Act (MHSSA) Grant
CONTRACT NO. **HHS000120**
BEGINS: September 1, 2020
ENDS: August 31, 2024
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of September, 2020, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PLACER COUNTY OFFICE OF EDUCATION**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY has been awarded a Mental Health Student Services Grant for School-County Partnerships from the Mental Health Services Oversight and Accountability Commission (MHSOAC), for crisis triage services for children and youth in pre-kindergarten to twelfth grade, and

WHEREAS, COUNTY wishes to expand School-Based Mental Health services at Auburn schools, and

WHEREAS, CONTRACTOR is an experienced provider of School-Based Mental Health Services, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, COUNTY and CONTRACTOR have an established partnership under the System Management Advocacy Resource Team (SMART) and wish to enhance this collaboration, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with the operation of Wellness Centers in Auburn schools, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Three Million Six Hundred Thirty-Nine Thousand Three Hundred Ninety-Nine Dollars (\$3,639,399)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

5. **INVOICES:**

- 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.
- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal
Attn: Accounts Payable
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR'S personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.

8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR'S records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.
10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
- 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from September 1, 2020 through August 31, 2024. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
12. **CONTINGENCY OF FUNDING:**
- 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

- 16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
20. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply

to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Jennifer Cook, Assistant Client Services Program Director
Placer County Children's System of Care
11716 Enterprise Drive
Auburn, CA 95603
530.889-6734

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CONTRACTOR: Michael Lombardo, Executive Director
Placer County Office of Education
365 Nevada Street
Auburn, CA 95603

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

PLACER COUNTY OFFICE OF EDUCATION
("CONTRACTOR")

Gayle Garbolino-Mojica,
Placer County Superintendent of Schools

Date: _____

COUNTY OF PLACER
("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – Reporting Exhibit

SCOPE OF SERVICES

CONTRACTOR will hire school-based mental health staff to provide a continuum of integrated mental health services (a Wellness Center) in four (4) schools serving students in Transitional Kindergarten through grade twelve in Auburn Union School District. Of these 4 schools, 3 will be elementary schools that serve students in Transitional Kindergarten through grade 5; 1 will be a middle school serving students in grades 6 through 8. The Wellness Center is intended to become a mental health resource and provider site where students and families can access prevention, early intervention, intensive, and crisis mental health services and referrals.

Staffing

CONTRACTOR will ensure that each Wellness Center is staffed by a team consisting of:

- Mental Health Specialists (1 FTE for each school),
- Family/Youth/Community Liaisons for each school (1 FTE for the middle school and one elementary school and 0.5 FTE for two elementary schools),
- Existing school-based mental health professionals (e.g. school counselor, nurse, social worker, psychologist)
- Community and County behavioral health providers will also be recruited to provide services co-located at the Wellness Center

In addition to the onsite staff, CONTRACTOR will provide 1 Project Coordinator who will co-lead the project with 1 Clinical Supervisor hired by the COUNTY (CSOC Clinical Supervisor) and located at COUNTY'S Placer County Children's System of Care (CSOC). A part-time Administrative Assistant placed at the Placer County Office of Education (PCOE) will provide in-kind support to project.

Mental Health Specialist (1.0 FTE per school = 4 total positions): This Wellness Center staff person will, in partnership with school-employed mental health staff, lead the Wellness Center team. This individual will have experience providing mental health services in schools; implementing mental health services within a Multi-Tiered System of Support (MTSS); approaching school-based work from a family-centered, youth development-oriented, trauma-informed, culturally responsive lens; and partnering across county systems and providers to ensure appropriate, non-duplicative, effective services for students and families. The Mental Health Specialist will also:

- Lead the Wellness Care Coordination team at each school
- Develop, refine, and teach the mental health referral process at the school site
- Lead suicide prevention activities, including classroom curricula and staff training
- Provide Tier I mental health education and prevention services, including implementing and coaching teachers around social emotional learning in the classroom
- Conduct staff training on a variety of mental health topics
- Facilitate group services
- Provide brief individual mental health services for students, and family services
- Provide intensive case management and referral services
- Provide ongoing care coordination services for students and families with high mental health needs
- Provide crisis intervention services
- Lead the administration of Check In-Check Out
- Participate in the Tier I PBIS team

- Participate in the Tier II/III PBIS team

Family/Youth/Community Liaison (0.5 to 1.0 FTE per school = 3 total positions): This Wellness Center staff person will have lived experience with mental health systems and/or challenges and be connected to the school community. This experience may be as a consumer of the mental health system, and/or caring for a child who has received mental health services. Ideally, this person is a cultural and/or linguistic match for the needs of the families at the school. This individual will have experience navigating within the school, county, and community, and advocating for families who are experiencing mental health challenges, as well as have experience engaging and advocating for youth who have mental health needs. The recruitment and hiring of these individuals will be in partnership with Placer County Family and Youth Advocate Programs. At least twice a year, the Liaison will partner with community-based and cultural organizations to provide a mental health presentation, focused on prevention and early intervention. This training will be made accessible to all families by considering the location, time of day, need for translation, and outreach efforts.

Liaisons will work as part of the Wellness Center team to:

- Provide an on-the-ground lens of ways the program can continuously improve
- Engage students that otherwise may be wary of professional support
- Integrate youth culture into the center programs and help the center stay relevant
- Provide student body needs assessments to guide the work of the center
- Co-lead peer groups and support student engagement
- Design a youth-friendly marketing plan to support students in accessing the center services
- Serve as a role model to students, in turn, inspiring hope that people can recover
- Support students in effectively expressing their needs and goals
- Provide and validate resources (i.e., housing, substance abuse, cultural) outside of the school setting
- Lead family engagement efforts at the school site
- Convene a Family/Youth Advisory Committee
- Lead youth engagement efforts at the school site
- Facilitate groups with students and families, including Strong Kids and family support groups
- Connect and collaborate with community based- and cultural organizations to provide services on campus
- Partner with family and youth to develop and provide trainings on a variety of mental health topics with a consumer-focus
- Participate in the Intervention (Care Coordination) team
- Lead the administration of Check In-Check Out
- Participate in the Tier I PBIS team
- Participate on the PBIS school site team(s)

Project Coordinator, PCOE (1.0 FTE): This Wellness Center position will lead this work at the PCOE and support a strong collaboration at the management level to coordinate county behavioral health and community-based organization leadership. This person will work closely with the CSOC Clinical Supervisor (see below). The Project Coordinator will also:

- Lead the recruitment, hiring, and retention of all Wellness Center staff
- Identify training and professional development needs for all Wellness Center staff

- Coordinate monthly collaborative meetings of all Wellness Center staff
- Serve as the main point of contact for district leaders
- Attend key county collaborative meetings, including those attended by CSOC Behavioral Health, Child Welfare, Juvenile Probation, and MHSA-funded program staff
- Establish formal partnerships and MOUs with community-based organizations to provide services in schools
- Develop and conduct bi-annual orientations for community-based and cultural organization staff to learn best practices for working within schools
- Establish evaluation protocols to monitor services and outcomes, as well as respond to all grant reporting requirements, systems and structures
- Provide ongoing support and consultation to Wellness Center staff
- Explore, identify, and implement additional and sustainable funding streams, including EPSDT and private insurance billing, Local Control Funding Formula, Title I, and grant funding,
- Establish relationships with local health care systems and hospitals to identify creative solutions to ensure students and families receive services upon discharge and that Wellness Center Team members are included as supports in the discharge plan.

Administrative Assistant, PCOE (0.5 FTE): An existing Administrative Assistant will be assigned to support the Wellness Center Grant deliverables. This staff will have experience managing multiple data systems, communication tools, and budget details. This staff will also be responsible for gathering data and reporting data to the grant evaluator. This staff will be supervised and assigned duties as needed by the Project Coordinator. Activities include:

- Develop templates and reporting structures for Wellness Center utilization and referral data
- Develop Wellness Center monthly narrative and activity report template
- Work closely with the project evaluation team to provide evaluation data
- Collect and summarize data from family, student, staff, and community partner surveys
- Provide overall administrative support regarding technology, printing, supplies, and other operational needs
- Arrange for and manage travel for Wellness Center staff
- Work closely with Administrative staff at CSOC

COUNTY Staffing

CSOC Clinical Supervisor: This is a COUNTY position. The CSOC Clinical Supervisor will provide clinical oversight to the Mental Health Specialists and Family and Youth Community Liaisons working in the Wellness Centers and lead the work at CSOC. This position will work closely with the Project Coordinator to partner regarding program development, implementation and program evaluation. In addition, this position will serve as the main point of contact within CSOC and provide consultation around accessing services through county and community-based behavioral health, including private insurance and managed care health plans. The CSOC Clinical Supervisor would be a full time, year-round position, and would be expected to continue providing services to identified high need children and families when the school year ends to directly clinically support them through the summer months. Other work with community partner agencies throughout the summer would continue, such as supporting established clinical groups, identifying new community resources, and exploring the expansion of Medi-Cal EPSDT for eligible children and youth. Activities include:

- Work closely with the Project Coordinator to consult and support program development, implementation and program evaluation.

- Attend key collaborative meetings regarding program requirements and PCOE leadership meetings
- Serve at the main point of contact within Children's System of Care
- Provide consultation around accessing services through Foster Care, county and community-based behavioral health, private insurance, and managed care health plans
- Continue providing and coordinating services for identified high need children and families when the school year ends to directly clinically support them through the summer months
- Support established clinical groups and programs, and identify additional evidence-based practices to implement within Wellness Centers
- Identifying new and existing community resources to provide services in or linked to Wellness Centers

Staff Requirements:

HIPAA and FERPA: Wellness Center staff will be required to comply with the confidentiality requirements outlined under the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). FERPA prohibits educational agencies from releasing any information in the education record unless they have written permission for the release. In most cases, a parent must sign that release. When students are eighteen years old or older, they sign their own release forms.

Professional Development: Staff professional development and training will be led by the Project Coordinator and Clinical Supervisor and informed by Mental Health Specialist and Family/Youth/Community Liaison feedback; school district staff, especially site principal feedback; and existing school-based mental health staff within Placer County. Topics and trainings throughout the 4 years of implementation could include:

- Interconnected Systems Framework (ISF) training annually: to support the integration of mental health and school systems that establish a single system of delivery across school and mental health partners
- Site visits to Wellness Centers in Roseville
- HIPAA/FERPA, Consent and Confidentiality
- PBIS Tier I training
- PBIS Tier II training: Check In-Check Out
- Intervention Team form and function
- Trauma-Informed PBIS
- Group Facilitation: Strong Kids, Cognitive Behavior Interventions for Trauma in Schools
- School-Based Wraparound
- Prevent/Teach/Reinforce
- Family Check Up
- Youth Mental Health First Aid
- Applied Suicide Intervention Skills Training
- SafeTALK
- Motivational interviewing

All Wellness Center staff will also attend monthly team meetings or Professional Learning Communities (PLCs). At these meetings, staff will learn about local community-based organizations and resources; learn about county behavioral health referral processes; share best practices and strategies around

school mental health delivery; and process challenges and barriers to service delivery. On an annual basis, the Project Coordinator and Clinical Supervisor, along with the Leadership Committee, will conduct site visits to each Wellness Center. Part of the purpose of this site visit will be to identify training and professional development needs.

Wellness Center

Wellness Center staff will be co-located in a central location on campuses (e.g. converted classroom, bungalow, or counseling offices). The Wellness Center will have staff in an entry area to welcome students and families upon entering. The Wellness Center will be staffed during flexible hours to meet the need of the school and family community, including before and after-school hours. Policies and procedures will be established to allow students to receive services during the school day. The Wellness Center staff will merge into the community for family and student support, including providing trainings for families in places where they live and work (e.g. communities of faith, libraries, community centers); home visits for high need students and families; and in-home services like School Based Wraparound. Staff will also merge into the school community, providing presentations in classrooms, participating in faculty meetings, and responding to mental health needs throughout the campus.

Wellness Center Mental Health training: topics will focus on mental health promotion, suicide prevention, positive parenting, and navigating the mental health system and could include –

- Youth Mental Health First Aid
- Parent Project classes in both English and Spanish
- Forever Fathers
- Educate, Equip and Support (EES)
- Managing Your Emotions
- Self-Injurious Behavior
- Depression and Anxiety in Teens
- Youth and Family Rights in the Child Welfare and Behavioral Health Systems
- Applied Suicide Intervention Skills Training
- Understanding the Special Education Process
- Love and Logic
- Alcohol and Other Drug Use Among Students
- Strengthening Families

Wellness Center Supports: The Mental Health Specialist, together with the Family/Youth/Community Liaison, and school-employed mental health staff, will provide a variety of supports to families with mental health needs. These supports include –

- Earlier/Later operating hours: Twice a week, the Wellness Center will be open later in the evening and/or open earlier in the morning to accommodate working families' schedules
- Family Navigator Services: This include linking families to needed Social Services, such as CalFresh, WIC, Free and Reduced Lunch applications, legal support services, health services, housing, Adult System of Care, cultural brokers for underrepresented ethnicities and/or non-English speaking families,
- Crisis Intervention Services: Links to Mobile Crisis support services
- Family Check Up: This strengths- and evidence-based intervention focuses on improving parenting and family management practices, to support families with children who have behavior challenges.

- Family-focused group services, including classes for families affected by mental health needs, substance abuse, trauma, incarceration, etc.
- Family-focused trainings for specific cultural needs (e.g. responding to the threat of deportation)

Mental Health Services: Triage services provided by the Wellness Center team will span across multi-tiered systems of support (MTSS) and increase access for students and families to trauma-informed, family-centered, culturally responsive mental health supports.

At Tier I, services could include:

- School-wide mental health awareness, stigma reduction, and health promotion events and activities
- Family-focused trainings and events around mental health promotion and risk prevention
- Social-emotional learning and mental health education in classrooms
- Mental health training, including trauma-informed practices training, for teachers and classified school staff
- Partnerships with community-based and cultural organizations to present in classrooms, participate in school-wide health awareness events and assemblies, and family education
- Participation in and monitoring of Tier I Positive Behavior Interventions and Supports (PBIS) activities, including teaching of behavioral expectations and school-wide acknowledgement systems
- Establishment of Family/Youth Advisory Councils to advise Wellness Center staff on training, programming, and to ensure diverse youth and family engagement.

At Tier II, services could include:

- Facilitation of social emotional groups, using evidence-based curricula
- Partnerships with community-based and cultural organizations to provide specific needs (e.g. substance abuse) and culturally matched group services
- Implementation and monitoring of Check In-Check Out, a behavior-based intervention intended to increase positive feedback for students with emerging behavior challenges
- Modifications of Check In-Check Out for students with mental health needs (e.g. depression and anxiety) and trauma experiences
- Family-focused and led group services, including classes for families affected by mental health needs, substance abuse, trauma, incarceration, etc.
- Family-focused and led trainings for specific cultural needs (e.g. responding to the threat of deportation)
- Development of, and participation in a Tier II/III Care Coordination Team, also known as an Intervention Team, to identify and monitor Tier II and III services for students and families at-risk
- Implementation and monitoring of Foster Youth Services and McKinney-Vento Services for homeless students and families
- Training for select school-based staff on specific mental health concepts, such as Trauma-Informed De-escalation, Alternatives to Suspension, Youth Mental Health First Aid, and Applied Suicide Intervention Skills Training

At Tier III, services could include:

- Intensive coordination of care for students and families with multiple system interventions (e.g. foster care, probation) or community-based providers

- Intensive, individually-tailored mental health services as informed by the collection of comprehensive behavioral and mental health data (e.g. Functional Behavioral Assessments, chronic absenteeism)
- Linkage of students and families with intensive needs to appropriate outside services through private insurance, managed care plans and/or county behavioral health providers
- School-based wraparound services, a family centered team intervention designed to support families in a path toward self-sufficiency
- Crisis intervention, including suicide intervention services and coordination with county crisis teams and local law enforcement
- Monitoring of and participation in Individualized Education Plans for students identified as Emotionally Disturbed
- Together with school administration, district leaders, and county behavioral health staff, development of a school-wide crisis intervention protocol.

Progress Monitoring

Progress on this project will be monitored through the Project Coordinator and Clinical Supervisor overseeing this grant. These individuals will:

- Work closely with the project evaluation team to identify progress monitoring tools in addition to the ones listed in the section below
- Convene monthly meetings of all Wellness Center staff to provide professional development, program updates, and program oversight
- Convene Leadership Committee meetings three times per year of all Wellness Center partner organizations, including PCOE, Auburn Union Schools leadership, Children's System of Care, core community partners, and family/youth leadership
- Monitor fidelity of implementation of multi-tiered systems, including Intervention Teams and mental health referral systems
- Produce bi-annual reports to the System Management Advocacy Resource Team (SMART) Policy Team and District Leadership/ School Board
- Conduct an annual formal site visit of all Wellness Center sites with representatives from the Leadership Committee
- Support Wellness Center staff and the school site Intervention (Care Coordination) team in monitoring real time office discipline referral, attendance, suspension, and Wellness utilization data
- Require monthly reports from Wellness Center Mental Health Specialists that include outcome, fidelity, and activity data

Success will be measured through the following data systems, surveys, and reports. Levels for both students at-risk/currently experiencing mental health needs and all students will be measured before Wellness Center implementation and compared to levels at the end of the academic year each year.

Educational Outcomes:

- School Wide Information System (SWIS) discipline referral data
- Attendance rates
- Suspension and expulsion rates
- Special Education referrals
- Graduation rate

- School stability rate (how many students began and ended the school year at the same school)

Mental Health Outcomes:

- California Healthy Kids Survey
- California Healthy Kids Survey Parent module
- Student School-wide Wellness Survey: At the beginning of each school year, students will be surveyed regarding their utilization of school-based mental health services, comfort in accessing mental health services, comfort in referring peers to services, and general knowledge, attitudes and beliefs about mental health
- Student/Family Wellness Center utilization data: Wellness Center staff will use a tracking tool to tally the number of students and families they serve each week across a variety of group and individual activities. This will include tracking of referrals to and coordination of care with county and community services
- Pre- and post- survey of students accessing services
- Pre- and post- Behavioral/Emotional Rating Scale (BERS) of students accessing services
- Family School-wide Wellness Survey: Similar to the Student Survey, this tool will measure utilization of school- and community-based mental health services, comfort in accessing mental health services, comfort in referring peers to services, and general knowledge, attitudes and beliefs about mental health

Systems Outcomes (School and County):

- California Healthy Kids Survey School Staff module
 - Staff School-wide Wellness Survey
 - Tiered Fidelity Inventory, including the Cultural Responsiveness Companion — monitoring tool for PBIS implementation
 - School-wide Evaluation Tool visits—site visit tool for PBIS implementation
 - Trauma-informed schools assessment tool
 - California Data Dashboard: to access progress around suspension/expulsion rates, attendance rates, and education outcomes for students of color, students in special education, and students in foster care
 - Tracking of referrals to county and community services
 - Community and county partner survey
 - Monthly Wellness Center reports, including data on utilization, activities, community partners on campus, and community partner referrals
- Additional outcome measures aligned with other statewide mental health projects.

PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

Staff by classification	GY 1	GY 2	GY 3	GY 4	Total All GYs
Mental Health Specialist	\$94,660	\$96,553	\$98,484	\$100,454	\$390,151
Mental Health Specialist	\$94,660	\$96,553	\$98,484	\$100,454	\$390,151
Mental Health Specialist	\$94,660	\$96,553	\$98,484	\$100,454	\$390,151
Mental Health Specialist	\$94,660	\$96,553	\$98,484	\$100,454	\$390,151
Family Youth Community Liaison	\$53,128	\$54,190	\$55,274	\$56,379	\$218,971
Family Youth Community Liaison	\$51,456	\$52,486	\$53,535	\$54,606	\$212,083
Family Youth Community Liaison	\$46,821	\$50,157	\$53,684	\$54,758	\$205,420
Project Coordinator .75 FTE				\$103,747	\$103,747
Mental Health Clinical Supervisor .8 FTE					\$0
Subtotal - Personnel Services Salaries	\$530,045	\$543,045	\$556,429	\$671,306	\$2,300,825
Personnel Services Benefits	\$206,718	\$211,788	\$217,007	\$261,809	\$897,322
Total Personnel Services	\$736,763	\$754,833	\$773,436	\$933,115	\$3,198,147
Contractors or other non-staff by classification	GY 1	GY 2	GY 3	GY 4	Total All GYs
Admin. Assistant 0.10 FTE Salary Yr1-3	\$6,925	\$7,064	\$7,205		\$21,194
Admin. Assistant 0.10 FTE Benefits Yr1-3	\$2,853	\$3,025	\$3,125		\$9,003
Admin. Assistant .20 FTE Salary Yr4				\$12,105	\$12,105
Admin. Assistant .20 FTE Benefits Yr4				\$5,549	\$5,549
Above is Staff II Secty at E Yr4					\$0
Total Contracted Services	\$9,778	\$10,089	\$10,330	\$17,654	\$47,851
Total Personnel/Contracted Services	\$746,541	\$764,922	\$783,766	\$950,769	\$3,245,998

Other Costs (non-staff and non-contracted services)	GY 1	GY 2	GY 3	GY 4	Total All GYs
Supplies	\$9,000	\$1,500	\$1,500	\$1,500	\$13,500
Mileage	\$4,205	\$4,205	\$4,205	\$6,002	\$18,617
Travel/Conference	\$8,000	\$8,000	\$8,000	\$9,000	\$33,000
Printing	\$500	\$500	\$500	\$500	\$2,000
Purchased Computer	\$17,000				\$17,000
Professional Development	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
Total Other Costs	\$41,705	\$17,205	\$17,205	\$20,002	\$96,117
Total Program Costs before Administration	\$788,246	\$782,127	\$800,971	\$970,771	\$3,342,115
Administration (includes indirect costs and overhead, limited to 15%) *PCOE 8.62	\$67,947	\$70,235	\$71,927	\$87,175	\$297,284
8.62 Year 1 and 8.98 Year 2,3,4					
Total Proposed Program Costs	\$856,193	\$852,362	\$872,898	\$1,057,946	\$3,639,399

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PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials,

employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

Whereas "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

Whereas CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

Whereas BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

Whereas BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

Whereas as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

Whereas CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

Whereas BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

Whereas BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:**

1. DEFINITIONS

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1 **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2 **BREACH** - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3 **BREACH NOTIFICATION RULE** - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

- 1.4 BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5 COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6 COUNTY - shall mean the entity providing/making available the information.
- 1.7 DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8 DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9 ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10 ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11 HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12 INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13 INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14 PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15 PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16 PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- 1.17 PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18 SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19 SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20 SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21 UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. TERM

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].

3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

3.4 **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312.

[45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

- 3.5 **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6 **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7 **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].
- 3.13 **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. HIPAA COMPLIANCE PLAN REQUIREMENT

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1 The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2 A process for tracking the training of staff and subcontractors.
- 4.3 A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4 A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5 A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. DATA AGGREGATION SERVICES

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. TERMINATION

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. ADDITIONAL BREACH GROUNDS

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. INJUNCTIVE RELIEF

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

9. AMENDMENTS

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to

ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. NO THIRD PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. EFFECT ON CONTRACT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. SOFTWARE SECURITY

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

Reporting Exhibit

1. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:
 - 1.1. CONTRACTOR shall submit quarterly status reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
 - 1.2. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.
 - 1.3. CONTRACTOR shall submit a Triage Hiring Report on a quarterly basis, and shall include the following:
 - 1.3.1. List each type of triage personnel hired by CONTRACTOR (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.).
 - 1.3.2. List of triage personnel at triage service locations/points of access (e.g., school sites, after-hours access points such as wellness centers, community centers, etc.), including addresses.

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