

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

FRED FINCH YOUTH CENTER

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Specialized mental health residential treatment services for emotionally disturbed youth as referred by Nevada County.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$55,000
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2017
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	___
(§7)	Automobile Liability	<u>X</u>	___
	(\$ 300,000) Personal Auto ___ (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy ___		
(§8)	Workers' Compensation	<u>X</u>	___
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	___

LICENSES

Designate all required licenses:
(§14) Facility licensed RCL 14 by the State of California; all professional licenses as required for services contemplated under this Agreement.

NOTICE & IDENTIFICATION

(§33) **Contractor: Fred Finch Youth Center**
3800 Coolidge Avenue
Oakland, California 94602
Contact Person: Rebecca Tortorelli
Phone: (510) 485-5252
E-mail: reccatortorelli@fredfinch.org
Funding: 1589-40104-493-1000/521520

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Rebecca Slade
Phone: (530) 470-2784
E-mail: Rebecca.Slade@co.nevada.ca.us
CFDA No.: N/A
CFDA Agreement No.: N/A

Contractor is a: (check all that apply)

Corporation:	___ Calif.	___ Other	___ LLC	<u>X</u> Non-profit
Partnership:	___ Calif.	___ Other	___ LLP	___ Limited
Person:	___ Indiv.	___ Dba	___ Ass'n	___ Other

EDD: Independent Contractor Worksheet Required: ___ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	___
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	___
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	___
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	___
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	___	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:



- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

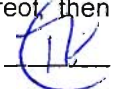
Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then



Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶12, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

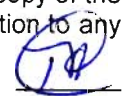
12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor 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 hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any



other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

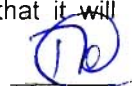
18. Nondiscriminatory Employment:

In providing Services hereunder, 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 shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, 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.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.



20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies 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 performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

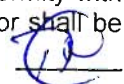
24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be



paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

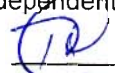
If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. **Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. **Supplemental Audit Provisions:**

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent



Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

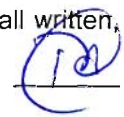
The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written,



oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

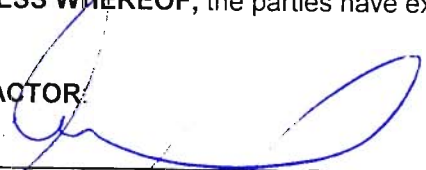
This Contract shall be managed and administered on County's behalf by the department and the person set forth at §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Thomas N. Alexander
President & CEO

COUNTY OF NEVADA:

Dan Miller
Chair, Board of Supervisors

Dated: 6-2-2016

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors



EXHIBIT "A"
SCHEDULE OF SERVICES
FRED FINCH YOUTH CENTER

Fred Finch Youth Center, hereinafter referred to as "Contractor", shall provide specialized mental health treatment services for emotionally disturbed youth with intellectual/developmental disabilities referred from and authorized for services by the Nevada County Behavioral Health Department, hereinafter referred to as "County".

Contractor shall ensure that its facility is licensed at level 14 Rate Classification by the State of California, Department of Social Services during the entire term of this Agreement. Further, Contractor shall ensure that the mental health clinician providing and/or supervising services under this Agreement meets the State Department of Health Care Services criteria for a Level 14 facility during the entire term of this Agreement. Contractor's licensed staff shall validate license(s) upon request of County.

- I. Mode of Service – Twenty-four Hour Care
- II. Type of Service – Residential Care
- III. Address of Site(s) – 3800 Coolidge Avenue
Oakland, California 94602-3399
- IV. Operating Schedule – Twenty-four hours a day, seven days a week.
- V. Catchment Area – Nevada County
- VI. Program Goal:

The goal of the program is to provide an intensive residential treatment setting for mentally ill adolescents who otherwise would require more restrictive and costly care in a hospital setting. The primary objective is for each youngster to be returned to a level of full functioning and competency in the community. It is recognized that this objective may be an idealized expectation that some youngsters may not be able to achieve.

- VII. Specific Objectives:
 - 1. To significantly reduce and/or eliminate admissions to hospitals from Nevada County.
 - 2. To develop treatment plans for each client in such a way as to delineate the short and long-term treatment and rehabilitation goals; type and frequency of therapeutic service to be provided each child; and the support services required by each individual child.
 - 3. To provide the most appropriate living, treatment and educational setting for youngsters referred to the program.



4. To reduce the gross cost of caring for the youngsters in terms of both State and County funds.

VIII. Target Population:

Persons referred to this program will be from the ages of 12–19 years, who are so emotionally and behaviorally disturbed as to warrant twenty-four hour psychiatric treatment away from their own homes. This population includes, but is not limited to, chronic psychiatric problems which have disturbed a child’s ability to function at his/her intellectual and chronological maturity level and which have been diagnosed as needing treatment over a long period of time for behavior which has resulted in alienation from parents and peers and has been diagnosed as resulting from a specific, serious emotional disorder or psychosis.

IX. Admission Policies:

1. All referrals to the adolescent residential program must be processed through and approved by Nevada County Behavioral Health Director or his/her designee.
2. A screening committee shall be appointed by the Director and shall include a representative from the county schools and the county’s social services agency.

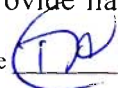
Referral recommendations by the screening committee shall be submitted to the department director for forwarding to Fred Finch Youth Center.

X. Client Description

1. Age Range: 12-17.5 at intake
2. Sex: Male and Female
3. Diagnoses: Affective Disorders (Depression), Pervasive Developmental Disorder (Childhood Schizophrenia), Psychoses, Borderline Personality Syndrome.
4. Legal Class: Dependents of the Court, voluntary admissions, conservatees.
5. Impairment: Severely disturbed adolescents with developmental disabilities requiring an intensive, structured, residential treatment setting to avoid institutional care.
5. Client Mix: Clients will be classified as extended care clients, but also are expected to have frequent acute exacerbations.
6. Length of Stay: The average length of treatment from admission to discharge is 24 months with a few clients staying as long as 36 months.

XI. Case Management:

The Contractor will be responsible for the management of the pre-discharge planning and the coordination of social services and support needs of the client while the client is in residence in the program. Nevada County will name a case manager to provide liaison



between the program and the family, courts and support agencies in the referring community. The county case manager will provide ongoing oversight of the progress of the client and may, as necessary, participate in case conferences at the program site. When notified of a projected discharge date by the program, the case manager shall arrange such transportation, treatment, housing and support services as are deemed necessary to meet the post-discharge need of the client.

Dual Diagnosis Program Description

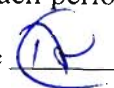
The Fred Finch Youth Center Dual Diagnosis Program for adolescents with developmental disabilities and serious emotional disturbances is a joint venture between Fred Finch Youth Center, Regional Centers, County Mental Health, County Child Welfare Services, and County Special Education. The program serves male and female participants, ages 12 through 17.5 at intakes that has both a developmental disability and a DSM IV diagnosis, are Regional Center participants, and are approved for placement by the Interagency Intake Committee. This population has been traditionally underserved and many times find themselves in facilities such as juvenile hall or hospitals as a method of containment. In response to this ongoing problem, Regional Center of the East Bay and Contra Costa County Mental Health initiated the quest for a program that would not only serve these participants appropriately, but would help them to maximize their level of functioning to enable them to engage in a pattern of everyday living similar to that of their non-disabled peers. Such a goal benefits each participant by adding to the dignity of their life and benefits the community by adding a productive member while reducing expenses for care.

The Dual Diagnosis Program consists of four components: Residential, Intensive Mental Health Services, Specialized Behavioral Services, and Education. The program provides a safe and stable environment by combining staffing, a highly structured milieu culture, mental health interventions, behavior modification, and peer monitoring. The program is reflective of the Fred Finch philosophy that each participant has the right to be treated with dignity and respect, and must be given the opportunity to reach the highest potential. All four components embrace three overriding beliefs: 1) physical, emotional, and intellectual safety is mandatory for participants and staff at all times; 2) only by according each participant dignity and respect can one expect to elicit dignity and respect; and 3) that only by expecting participants to reach their fullest potential, and helping them to do so, can one expect participants to reach that level.

At the core of Fred Finch's philosophy is the belief that each participant must be measured against themselves in terms of progress, yet is seen within the context of society. This allows for and promotes a continued positive system of influence and reward, yet provides a certain reality to goals and expectations. It is this combined view of both the value of the individual and the context of society which promotes dignity and respect and also encourages maximal growth.

Fred Finch's relationships within the local community will provide access to vocational training, community integration, and a "real life" school for independent living skills. The San Francisco Bay Area offers opportunities for learning, cultural awareness, and skills training at all levels.

In order to take advantage of all these positive influences and opportunities, the Dual Diagnosis Program is tightly structured, yet structured for "growth" rather than structured for containment. The daily schedule for all four program components dictates defined activities for each period of



time, yet allows for individual differences within the activity and allows for structured changes to activities or time periods. Thus, the context and value of the group is maintained while the dignity and needs of the individual are respected and attended to.

Overall, the Dual Diagnosis Program is dedicated to creating a positive therapeutic milieu which includes participants, staff, families, placement workers, and the community. It is a unique program for this population, with positive outcome expectations and high expectations for success.

Mental Health Program Description (For FY 2016-2017):

This program provides intensive mental health services to high-needs emotionally disturbed/developmentally delayed adolescents. Contractor provides the following outpatient services: mental health services (i.e., assessment, plan development, individual/family/group therapy, individual/group rehabilitation), case management/brokerage; medication support, and crisis intervention. Services are provided primarily during daytime and evening hours and based on individual participants' identified needs and treatment plan. While services are delivered primarily in a non-public school setting, staff may intervene at their residence or accompany participants into the community or a home setting to implement newly developed coping strategies in different situations. Contractor may provide outpatient services to participants throughout the week including weekends, based on clinical need.

The emphasis of the service is to ameliorate acute or persistent symptoms that interfere with the youth's educational, social, and emotional growth, and impede their ability to be maintained in a less restrictive setting. The overall goal is to provide participants with behavior stabilization that limits psychiatric hospitalization and allows participants the maximum amount of independence in the least restrictive environment for the shortest time possible. Staff focuses on enhancing participants' mental health, independence, problem solving skills, coping skills, self-esteem, social skills, and community integration, ensuring that they can progress in age-appropriate vocational and academic activities.

The mental health services provided are tailored to meet the special needs of those with intellectual/developmental disabilities. Depending on the needs of specific participants, interventions are more direct and concrete. Length and frequency of sessions may also be varied according to individual participant need. Clinicians make use of a wide range of approaches, including innovative expressive modalities. Collateral and case management are provided to ensure that services are coordinated across providers and to ensure participants access to necessary community resources. Crisis intervention will be provided if clinically needed. For those participants who are enrolled in both our residence and non-public school, the mental health program is an important support and resource that serves as a key link between the residential and educational programs. Staff works from both the school and residence in order to provide coordination and continuity of care among staff of varying disciplines.

Overview of Target Population

Youth placed in the program will have been diagnosed with both intellectual/developmental disability and significant mental health challenges. Intellectual/developmental disabilities may vary from mild to moderate and may include specific syndromes such as fragile X, Prader-Willi,



and fetal alcohol. Co-morbid mental health problems in this population are likely to include schizophrenia, pervasive developmental delay, affective and anxiety disorders, attention deficit hyperactivity disorder, eating disorders, and oppositional defiance. Youth placed in this program are likely to exhibit a wide range of acting out behaviors including: aggression, property destruction, running away, sexual acting out, defiance, and self-injurious behaviors. Youth may have significant medical problems, including non-ambulatory status.

Services Provided

- Comprehensive assessment and on-going evaluation
- Individual, group, family, and milieu therapy
- Individual rehabilitation
- Group rehabilitation
- Behavior management and skills building
- Expressive arts
- Special education
- Case management
- Medication support and monitoring
- Crisis intervention
- Trauma-informed care
- Bi-monthly family events
- Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are supplemental specialty mental health services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit. TBS is an intensive, individualized, one-to-one, short-term, outpatient treatment intervention for beneficiaries with serious emotional disturbances (SED) who are at risk of losing their residential placement due to their behavior. For a child to be eligible for TBS, a mental health provider must find that in his or her clinical judgment, either that:

- a) It is highly likely that without the additional short-term support of TBS the child will need placement in an acute psychiatric hospital inpatient services, psychiatric health facility services, or crisis residential treatment services.
- b) The child needs the additional support of TBS to enable a transition from their current level program to a lower level.

Psychiatric Medical Services are provided by a physician who is a licensed psychiatrist. The psychiatrist is also responsible for medication support and monitoring.

Other Medical Services may be provided by a consulting pediatrician, family practitioner, or a licensed medical health care professional. This is done under the direction of the psychiatrist and program nurse. This medical consultant, when requested, is responsible for a general physical examination, review of immunization status and may request laboratory work. This medical consultant is also responsible for the diagnostic work-up, evaluation, and management of any detected or suspected physical disorders.

Psychiatric/Medical Emergency Services are provided 24 hours a day by our social work and medical staff. Both our psychiatrist and social workers (if after hours, clinical on-call) are notified in the event of emergencies. 911 is used for transport in the event of an emergency.



Psychological Services are provided by referral in the community upon recommendation of our psychiatrist. Information from a psychological assessment is used to assist in diagnostic formulation, multidisciplinary treatment planning, and dispositional decisions.

Social Work Services are provided by Master's level clinicians who are licensed or license-eligible. They are responsible for the psychosocial assessment of each child's social system. The psychosocial assessment is done with the participant's family or significant others soon after admission and prior to the comprehensive treatment planning session and includes assessment of the participant's family constellation; recent living situation; social, ethnic, cultural, and health characteristics; social, peer group, and environmental setting; and socioeconomic and religious background from which the child comes.

Individual, Family, and Group Therapy is provided by the social workers. Social Workers provide individualized therapeutic services to each participant in addition to meeting with families whose active participation in the treatment process is a critical component of the program. Social Workers also facilitate group therapy as a component of the Day Treatment services. Treatment planning conferences/reviews and discharge planning are also the responsibility of the Social Worker.

Behavioral Management Services are provided by an MA level Behavior Analyst who conducts functional analysis of behaviors, develops individualized behavior plans, and instructs/guides milieu staff in their implementation.

Skills Training/Rehabilitation Services are provided by the Mental Health Resource Specialists with support from the Social Workers.

Nursing Services are provided by a licensed vocational or registered nurse. The Nurse coordinates medical care for the participants. The Nurse is also responsible for training milieu staff in dispensing medications to the participants. The primary goal of the nursing services is to provide planned, comprehensive, therapeutic, safe, and consistent nursing care throughout the program.

Educational Services are provided at our non-public school. This component is led by the School Director, certified teaching staff, and Instructional Aides who implement the Individualized Education Plans for each participant.

Pharmacy Services will be provided by a locally established pharmacy.

Dietary Services are provided under the supervision of the program Home Services Supervisor who may consult with and/or refer to a community based nutritionist. Food service provides nutritional meals and snacks for our participants. Meals are appetizing and attractively served at scheduled times; breakfast, dinner, and weekend meals occur in the residence, school day lunches in the school. Staff dines with participants to monitor eating patterns and to teach participants appropriate eating skills, manners and social interactions.

Program Goals / Target Outcomes



The overall purpose of the Dual Diagnosis program is to maximize participants' level of functioning to enable them to engage in a pattern of everyday living similar to that of their non-disabled peers. A key component of this is increasing participants' abilities to live in a less restrictive environment with less staffing, structure, and programming.

Services Provided and Qualifications of Mental Health Program Staff:

Mental Health Resource Specialists (MHRS): Provide support and counseling that address individual goals on treatment plans, teach skills for coping with or ameliorating stressful situations, provide crisis management, use verbal counseling techniques, non-physical interventions, and physical containment as needed.

- MHRS 1: BA Level with at least 4 years mental health and milieu experience
- MHRS 2: MA Level with at least 2 years mental health and milieu experience.

Psychiatric Consultant: Provides medication support and monitoring, and diagnostic and consultation services.

- Board Certified Child Psychiatrist with over 30 years relevant mental health experience.

Clinicians: Provide individual therapy, case management, comprehensive assessments, family therapy and phone calls with family members and/or significant contact persons, facilitation of psychotherapy group and community meeting.

- Clinicians are Master's level staff who is registered with the Board of Behavioral Sciences.
- Clinician 1: MSW/ASW Intern
- Clinician 2: MA/MFT Intern

Behavior Analyst: Conducts comprehensive behavioral and skills assessments for each participant; trains treatment team on positive reinforcement and teaching coping skills; observes participants in activities, groups, and classrooms; and conducts functional assessments.

- MA/MFT Intern, Board Certified Behavioral Analyst (certified or registered)



EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FRED FINCH YOUTH CENTER

Subject to the satisfactory performance of services required of Contractor pursuant to this Contract, and the terms and conditions set forth in Exhibit "A", the maximum obligation of this Agreement shall not exceed \$55,000 for the contract term.

County shall pay the rates as follows:

Rates for FY 2016-2017

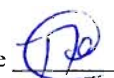
Service	*Units	Rate
	As needed units*	
Medication Support (psychiatrist only)		\$ 5.14/ per minute
Crisis Intervention Services		\$ 4.14/per minute
Mental Health Services		\$ 2.78/per minute
Case Management		\$ 2.15/per minute

BILLING AND PAYMENT

Payment rates shall not exceed the County Maximum Allowances (CMA) or Negotiated Rate effective on the day the service is rendered (current rates are listed in table above). Negotiated Rate shall apply only if the Contractor already has a State Department of Health Care Services approved negotiated rate in County for the specific services to be provided. Payment to Contractor will be limited to Medi-Cal reimbursable services provided, and no payment shall occur for days where no specialty mental health services are provided.

Contractor shall submit to County, for services rendered in the prior month, and in accordance with Exhibit "A", a statement of services rendered to County to support all expenses claimed by the 20th of each month. Invoices shall be itemized and shall include the number of service days provided for each client, including an attendance roster, which outlines professional services rendered to County clients under this Agreement. Contractor shall also provide to County, a breakdown and duration on type of services provided under the Specialty Mental Health Services Category, e.g. Individual Counseling, Group Counseling including the number of participants in the group, assessment, etc.

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the



entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

To expedite payment, Contractor shall reference on invoice the County Purchase Order or Resolution Number, which has been assigned to their approved contract.

Contractor shall submit invoices to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

It is also acknowledged herein that County shall be responsible for the preparation and submission of Medi-Cal claims for County clients receiving services herein, as County can recoup a portion of the costs herein for Medi-Cal clients. Contractor shall provide to County any documentation County needs to meet County requirements for the Medi-Cal claim.



EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

Sections 35 through 36 are hereby added to read as follows:

35. Laws, Statutes, and Regulations:

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.

B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

(a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.

(b) What disclosures must be provided. The Medi-Cal agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:

1.
 - i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - ii) Date of birth and Social Security Number (in the case of an individual).
 - iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
2. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person



with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

3. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
 4. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).
- (c) When the disclosures must be provided.
- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i) Upon the provider or disclosing entity submitting the provider application.
 - ii) Upon the provider or disclosing entity executing the provider agreement.
 - iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv) Within 35 days after any change in ownership of the disclosing entity.
 - II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii) Upon the fiscal agent executing the contract with the State.
 - iii) Upon renewal or extension of the contract.
 - iv) Within 35 days after any change in ownership of the fiscal agent.
 - III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
 - i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii) Upon the managed care entity executing the contract with the State.
 - iii) Upon renewal or extension of the contract.
 - iv) Within 35 days after any change in ownership of the managed care entity.
 - IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

36. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the



California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.

D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.

J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.



EXHIBIT “D”

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

