

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Behavioral Health And Recovery Services BOARD AGENDA #: *B-2(b)

AGENDA DATE: June 14, 2016

SUBJECT:

Approval to Enter Into an Agreement with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting for Fiscal Year 2016-2017

BOARD ACTION AS FOLLOWS:

No. 2016-295

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

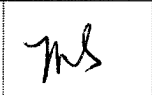
MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Behavioral Health And Recovery Services BOARD AGENDA #: *B-2(b)
Urgent Routine  AGENDA DATE: June 14, 2016
CEO CONCURRENCE: phc 4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter Into an Agreement with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting for Fiscal Year 2016-2017

STAFF RECOMMENDATIONS:

1. Approve an agreement with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting for the Fiscal Year 2016-2017.
2. Authorize the Behavioral Health Director, or designee, to sign the agreement, and any amendments adding services and payment for services up to \$75,000, with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) is responsible for administering the provisions of the Mental Health Services Act (MHSA). The Prevention and Early Intervention (PEI) component of MHSA is designed to provide community-based support and services to enable residents to avoid entry into the mental health system. As part of the Community Planning Process for PEI, stakeholders developed a comprehensive plan that included the Behavioral Health Integration Project. The goals of the project are to enhance access to early intervention behavioral services, improve emotional health outcomes for underserved populations, reduce the stigmas associated with seeking behavioral health services and reduce risk of suicide by integrating behavioral health services into primary health care settings.

For the last 5 years, PEI has funded an agreement with Golden Valley Health Centers to provide health/behavioral health services within their primary care clinics. BHRS internal policy requires that a proposal process be conducted for contracted services every 5 years. On March 17, 2016, BHRS, in conjunction the General Services Agency, issued a Request for Proposals (RFP) to solicit a community provider of behavioral health services within a primary care setting. The RFP was issued following a Request for Information (RFI) process that generated more than one response. A notice was electronically sent to 490 vendors, 27 of which downloaded the RFP. A mandatory pre-proposal conference was held on March 31, 2016 with one prospective vendor was in attendance. When the RFP closed on April 21, 2016 the County's General Services Agency received one complete response from Golden Valley Health Centers. BHRS conducted a cost analysis and determined that the proposal submitted by Golden Valley met the RFP qualifications.

Approval to Enter Into an Agreement with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting for Fiscal Year 2016-2017

The Department is requesting approval to enter into an agreement with Golden Valley Health Centers, a California non-profit corporation, effective July 1, 2016 through June 30, 2017 for a total contract cost not to exceed \$460,000. Golden Valley Health Center shall provide community-based Early Intervention and Prevention Services based out of Primary Health settings for Adults and Older Adults, to promote integrated behavioral health services with an emphasis on MHSA underserved and unserved populations.

POLICY ISSUE:

Approval of this agreement is in compliance with the Board of Supervisors' Contract Reporting Policy, approved on January 24, 2006 and later revised on March 22, 2011, which states:

"Departments are required to obtain approval by the Board of Supervisors for any contract or agreement where the total cumulative compensation exceeds \$100,000. For purposes of this policy, cumulative refers to the total compensation paid by an individual department in the report year and the two fiscal years immediately prior thereto, where that has been no break in contractual services over 6 months."

In addition, integration of behavioral health services in primary care settings is designed to improve access and quality of services, including better health care outcomes for individuals, and result in a cost-effective healthcare.

FISCAL IMPACT:

Funding for the recommended agreement with Golden Valley Health Centers is included in the BHRS – Mental Health Services Act budget for Fiscal Year 2016-2017. There is no impact to the County General Fund.

Cost of recommended action: \$ 460,000

Source(s) of Funding:

Mental Health Services Act \$460,000

Funding Total: \$ 460,000

Net Cost to County General Fund \$ -

Fiscal Year:

2016/17
No

Budget Adjustment/Appropriations needed:

Fund Balance as of 3/31/16

Mental Health Services Act \$24,767,623

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support the Board's priorities of A Healthy Community, Effective Partnerships, and Efficient Delivery of Public Services by contracting with mental health providers to deliver the needed services at an appropriate level of care in the most cost effective manner.

Approval to Enter Into an Agreement with Golden Valley Health Centers to Provide Behavioral Health Services in a Primary Care Setting for Fiscal Year 2016-2017

STAFFING IMPACT:

Existing staff will provide contract oversight and monitoring.

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D., Behavioral Health Director Telephone: (209) 525-6205

ATTACHMENT(S):

1. Agreement with Golden Valley Health Centers

Attachment 1

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Golden Valley Health Centers, a California non-profit corporation ("Contractor"), effective the date of the last signature.

Recitals

WHEREAS, County has a need for services to establish Mental Health Prevention and Early Intervention Services for individuals who are primarily from culturally (Latino/Hispanic, Asian, African-American and Lesbian, Gay, Bi-sexual, Transgender and Questioning (LGBTQ) and geographically underserved communities within Stanislaus County; and

WHEREAS, County has a need for services that integrate community collaboration, cultural competence, and are client/family driven, with a focus on wellness, recovery and resilience; and

WHEREAS, Contractor is specially trained, experienced and competent to implement the mental health Prevention and Early Intervention (PEI) project referred to as "Health /Behavioral Health Integration"; and

WHEREAS, as a result of RFP # 16-17-DQ, Contractor wishes to partner with County as an organizational provider under the provisions of this agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in the scope of work (Exhibit A), attached hereto and, by this reference, are made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work (Exhibit A). If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the

County.

2. Consideration

2.1 County shall pay Contractor as set forth in the scope of work (Exhibit A).

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work (Exhibit A).

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in the scope of work (Exhibit

A) must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in the scope of work (Exhibit A) under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.

6.2 Deductibles. All deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County

guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Additional Insureds. The Contractor shall provide a specific endorsement naming County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Automobile Liability policy. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Automobile Liability policy will be “where required by written contract”.

6.4 Primary and Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require that all of its subcontractors are to comply with the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The

certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide service to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor,

such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor agree to keep confidential all information contained or learned during the course of furnishing services under this Agreement and not to disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable

Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

11.3 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.4 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Behavioral Health and Recovery Services
Attention: Contract Services Manager
800 Scenic Drive
Modesto, CA 95350

To Contractor: Golden Valley Health Centers
Attn: Tony Weber
737 West Childs Avenue
Merced, Ca 95341

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or

provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Survival

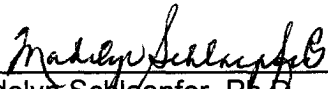
Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 2, "Consideration"; Paragraph 7, "Defense and Indemnification"; Paragraph 9, "Records and Audit"; Paragraph 10, "Confidentiality"; and Paragraph 12, "Assignment".

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) shown below.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

GOLDEN VALLEY HEALTH CENTERS



Madelyn Schlaepfer, Ph.D. 6-22-2016
Behavioral Health Director Date

Tony Weber Date
CEO

APPROVED AS TO FORM
John P. Doering, County Counsel



Marc Hartley
Deputy County Counsel

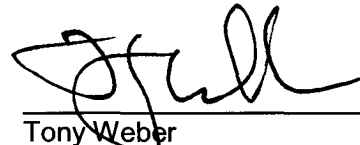
BOS Action Item: 2016-295, June 14, 2016

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) shown below.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

GOLDEN VALLEY HEALTH CENTERS

Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

 6/6/16

Tony Weber Date
CEO

APPROVED AS TO FORM
John P. Doering, County Counsel

Marc Hartley
Deputy County Counsel

BOS Action Item: 2016-295, June 14, 2016

**GOLDEN VALLEY HEALTH CENTERS
HEALTH/ BEHAVIORAL HEALTH INTERGRATION
SCOPE OF WORK**

A. PROGRAM OVERVIEW

Contractor shall provide community-based Early Intervention and Prevention Services based out of Primary Health settings for Adults and Older Adults, to promote integrated behavioral health services with an emphasis on MHSA underserved and unserved populations.

1. TARGET POPULATION

Contractor shall provide services for Mental Health Services Act priority populations:

- 1.1. Adults and older adults, including Spanish speaking individuals in the underserved/unserved at-risk populations;
- 1.2. Individuals at-risk or exhibiting onset of serious mental illness or displaying mental illness early in its emergence and/or;
- 1.3. Families of individuals from the population of underserved/unserved who are at-risk for serious mental illness or exhibiting onset of serious mental illness or displaying mental illness early in its emergence.

2. STAFFING STRUCTURE AND PARTICIPANT TARGETS

To ensure quality of care and effective service, Contractor shall maintain an Intervention and Prevention Services Team with the staffing equivalent to 3 full time equivalent (FTE) mental health clinicians at all times. Fifty (50) percent of assigned clinicians shall be fluently bilingual in the Target Population's threshold language. The Intervention and Prevention Services Team has an average monthly targeted goal of 360 visits. This can be met either through Brief Intervention Counseling (BIC) groups or one-on-one services. On average, the monthly target is 120 visits per FTE. On average, the monthly target is at least twenty (20) unique individuals per 1 FTE. Annually, each FTE shall provide Brief Intervention Counseling (BIC) services to at least 240 unique individuals.

B. SERVICES

1. Contractor shall provide Early Intervention, Prevention, and Outreach services that include, but are not limited to:

1.1. EARLY INTERVENTION SERVICES:

- 1.1.1. Contractor shall perform Behavioral Health Screenings.
- 1.1.2. Contractor shall provide Brief Intervention Counseling Sessions (which should not exceed 18 months of duration).
- 1.1.3. Contractor shall provide access and linkage to appropriate services by:

- 1.1.3.1. Utilizing screening,

1.1.3.2. Referrals,

1.1.3.3. Providing service coordination and linkages to community-based peer and family support.

1.2. PREVENTION SERVICES:

1.2.1. Contractor shall utilize the following Strategies:

1.2.2. Contractor shall provide engagement services to identify at-risk individuals, subsequent referrals to behavioral health services and community supports, and assistance in getting the individuals engaged in recovery. This shall be provided through:

1.2.2.1. Individual Engagement

1.2.2.2. Referrals

1.2.2.3. Behavioral Health Services Navigation

1.2.3. Contractor shall design and implement activities to inform the wider community about behavioral issues, services, and community support. This outreach shall be made through individuals, events, and training.

2. Contractor shall incorporate culturally appropriate methods utilizing community-defined, promising practices, and best practice of evidence-based approaches for targeted populations
3. Contractor shall provide clear information and education on access and linkage to behavioral health services and community supports.
4. Contractor shall deliver services utilizing non-stigmatizing and non-discriminatory approaches and language.
5. Contractor shall partner with Behavioral Health & Recovery Services to utilize broader public education campaign materials (pamphlets, handouts, PowerPoint materials, etc.).
6. On average, Contractor shall provide 120 Early Intervention visits monthly per FTE clinician. On average, the monthly target is at least twenty (20) unique individuals per 1 FTE. Annually, each FTE shall provide BIC services to a least 240 unique individuals.
7. Contractor shall attend the monthly Latino Behavioral Health Coalition meetings and partner with other community resources.
8. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #16-17-DQ; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms

and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A and A-1, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A and A-1, 2nd, this Agreement, and 3rd the RFP.

C. PROGRAM PERFORMANCE MEASURES

1. Contractor agrees to meet the following performance levels, per Full time equivalent (FTE) clinician, during the term of this agreement:
 - 1.1. **MONTHLY***
 - 1.1.1. On average, one hundred twenty (120) Early Intervention visits.
 - 1.1.2. On average, provide BIC services to twenty (20) unique individuals

* We anticipate a reduction in participation for the month of December given the target population being of cultural/diverse underserved communities.
 - 1.2. **ANNUALLY**
 - 1.2.1. Targeted average of 1,440 visits (per FTE).
 - 1.2.2. Each FTE clinician shall have provided BIC services to at least 240 unique individuals.
2. Contractor shall demonstrate in the Early Intervention services:
 - 2.1.1. Reduced symptoms
 - 2.1.2. Improved recovery
 - 2.1.3. Improved mental, emotional, and relational functioning
3. Contractor shall demonstrate through Prevention Services using Engagement strategies:
 - 3.1.1. Reduction in risk factors as measured by BHRS PEI Outcome Tool.
 - 3.1.2. Increased protective factors that may lead to improved mental, emotional, and relational functioning as measured by BHRS PEI Outcomes Tool.
 - 3.1.3. Increased services for underserved/unserved populations.
4. Contractor shall have a representative attend outcomes/performance measurement trainings and/or learning groups (including RBA), monitoring meetings, and/or technical assistance (TA) sessions to improve program performance, meet reporting requirements, and facilitate outcome discussion
5. Contractor shall collect encounter data, demographic data, and other data related to outcomes, including "How Much", "How Well", and "Better Off" RBA measures, using tools and evaluation instruments provided by or approved by County and following the administration and submission schedule developed by BHRS. Contractor shall work collaboratively with County, through BHRS, to enter data into a BHRS

electronic information/tracking system and report on program performance measures.

6. Contractor shall network and participate in mutual support and learning with other PEI contractors, including attendance at Prevention Partnership meetings every two months or as determined by BHRS.
7. Contractor shall collect and report quarterly data according to the following schedule:
 - Quarter 1 (July-September): October 31st of each year
 - Quarter 2 (October-December): January 31st of each year
 - Quarter 3 (January-March): April 30th of each year
 - Quarter 4 (April-June) July 31st of each year

All quarterly data will be submitted through the PEI Database.

8. Contractor shall produce bi-annual narrative reports as specified by Behavioral Health and Recovery Services. The mid-year report is due February 15th of each year and will include data related to performance outcomes as defined in the Scope of Work. The year- end report is due September 1st of each year and will include a summary of the year's events, an update on the challenges and strategies, evidence of meeting contract outcomes, update of cultural competency activities, total number of referrals necessitated by religious objections to other alternative substance abuse providers, and staff training. Narrative reports shall be submitted electronically to County at contracts@stanbhrs.org and PEISubmit@stanbhrs.org
9. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

D. INSURANCE

Professional Liability. Contractor shall maintain professional malpractice liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's services under this Agreement.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for services delivered under the terms of this Agreement through the following funding sources: Mental Health Services Act-Prevention and Early Intervention.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under Exhibit A shall not exceed \$310,000. Services provided under Exhibit A-1 shall not exceed \$150,000. The total amount of services provided under this Agreement shall not exceed the contract maximum of \$460,000.00.
3. The monthly invoice shall be equal to the monthly program costs for delivering all the services required by this Agreement. The Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs on the invoice.
4. County shall reimburse Contractor for any undisputed invoices, which County and

Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.

5. Contractor shall submit an invoice electronically to abhhs@stanbhhs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services (BHRS)
800 Scenic Drive, Building 4
Modesto, Ca 95350
Attention: Accounts Payable

6. Contractor shall provide County a Fiscal Year Expenditure Budget each year. The budget shall be sent electronically to Contract Services at contracts@stanbhhs.org.

F. FUNDING

If, during the time, which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

G. TERM

These services shall commence on July 1, 2016 and continue through June 30, 2017.

H. COMPLIANCE

Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

I. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**GOLDEN VALLEY HEALTH CENTERS
HEALTH/BEHAVIORAL HEALTH INTERGRATION
FOR THE HOMELESS POPULATION
SCOPE OF WORK**

A. PROGRAM OVERVIEW

Contractor shall provide community-based Early Intervention and Prevention Services for Adults and Older Adults, based out of Primary Health settings to promote integrated behavioral health services with an emphasis on MHSA underserved and unserved populations.

1. TARGET POPULATION

Contractor shall provide services for Mental Health Service Act priority populations, specifically to individuals who are homeless:

- 1.1. Adults and older adults, including Spanish speaking individuals in the underserved/unserved at-risk populations;
- 1.2. Individuals at-risk or exhibiting onset of serious mental illness or displaying mental illness early in its emergence and/or;
- 1.3. Families of individuals from the population of underserved/unserved who are at-risk for serious mental illness or exhibiting onset of serious mental illness or displaying mental illness early in its emergence.

2. STAFFING STRUCTURE AND PARTICIPANT TARGETS

To ensure quality of care and effective service, Contractor shall maintain staffing equivalent to (1) FTE clinician specifically for a homeless focused integration program. The targeted goal is to reach a minimum of 240 unique individuals annually, either through group or one - on - one service. On average, the monthly target is 120 visits with a minimum of twenty (20) unique individuals.

B. SERVICES

1. Contractor shall provide Early Intervention, Prevention, and Outreach services that include, but are not limited to:

1.1. EARLY INTERVENTION SERVICES:

- 1.1.1. Contractor shall perform Behavioral Health Screenings.
- 1.1.2. Contractor shall provide Brief Intervention Counseling (BIC) Sessions (which should not exceed 18 months of duration).
- 1.1.3. Contractor shall provide access and linkage to appropriate services by:
 - 1.1.3.1. Utilizing screening,
 - 1.1.3.2. Referrals,

- 1.1.3.3. Providing service coordination and linkages to community-based peer and family support.

1.2. PREVENTION SERVICES:

1.2.1. Contractor shall utilize the following Strategies:

- 1.2.1.1. Contractor shall provide ENGAGEMENT SERVICES to identify at-risk individuals, subsequent referrals to behavioral health services and community supports, and assistance in getting the individuals engaged in recovery.

This shall be provided through:

- 1.2.1.1.1. Individual Engagement
- 1.2.1.1.2. Referrals
- 1.2.1.1.3. Behavioral Health Services Navigation

- 1.2.1.2. Contractor shall design and implement activities to inform the wider community about behavioral issues, services, and community support. This outreach shall be made through individuals, events, and training.

- 2. Contractor shall incorporate culturally appropriate methods utilizing community-defined, promising practices, and best practice of evidence-based approaches for targeted populations
- 3. Contractor shall provide clear information and education on access and linkage to behavioral health services and community supports.
- 4. Contractor shall deliver services utilizing non-stigmatizing and non-discriminatory approaches and language.
- 5. Contractor shall partner with Behavioral Health & Recovery Services to utilize broader public education campaign materials (pamphlets, handouts, PowerPoint materials, etc.).
- 6. On average Contractor shall provide 120 Early Intervention visits monthly. On average, the monthly target is at least twenty 20 unique individuals.
- 7. Contractor shall attend the monthly Latino Behavioral Health Coalition meetings and partner with other community resources.

C. PROGRAM PERFORMANCE MEASURES

- 1. Contractor agrees to meet the following performance levels, per Full Time Equivalent (FTE) clinician, during the term of this agreement:

1.1. MONTHLY

- 1.1.1. On average, one hundred twenty (120) Early Intervention visits.

- 1.1.2. On average, twenty (20) unique individuals.
- 1.2. ANNUALLY
 - 1.2.1. Clinician (1 FTE) targeted is a minimum of 1,440 individual visits,
 - 1.2.2. Clinician (1 FTE) shall have provided BIC services to at least 240 unique individuals.
2. Contractor shall demonstrate in the Early Intervention services:
 - 2.1. Reduced symptoms
 - 2.2. Improved recovery
 - 2.3. Improved mental, emotional, and relational functioning
3. Contractor shall demonstrate through Prevention Services using Engagement strategies:
 - 3.1. Reduction in risk factors as measured by BHRS PEI Outcome Tool.
 - 3.2. Increased protective factors that may lead to improved mental, emotional, and relational functioning as measured by BHRS PEI Outcomes Tool.
 - 3.3. Increased services for underserved/unserved populations.
4. Contractor shall have a representative attend outcomes/performance measurement trainings and/or learning groups (including RBA), monitoring meetings, and/or technical assistance (TA) sessions to improve program performance, meet reporting requirements, and facilitate outcome discussion
5. Contractor shall collect encounter data, demographic data, and other data related to outcomes, including "How Much", "How Well", and "Better Off" RBA measures, using tools and evaluation instruments provided by or approved by County and following the administration and submission schedule developed by BHRS. Contractor shall work collaboratively with County, through BHRS, to enter data into a BHRS electronic information/tracking system and report on program performance measures.
6. Contractor shall network and participate in mutual support and learning with other PEI contractors, including attendance at Prevention Partnership meetings every two months or as determined by BHRS.
7. Contractor shall collect and report quarterly data according to the following schedule:
 - Quarter 1 (July-September): October 31st of each year
 - Quarter 2 (October-December): January 31st of each year
 - Quarter 3 (January-March): April 30th of each year
 - Quarter 4 (April-June) July 31st of each year

All quarterly data will be submitted through the PEI Database.

8. Contractor shall produce bi-annual narrative reports which will include performance

measures. The mid-year reports are due February 15th of each year and the year - end reports are due September 1st of each year. Narrative reports shall be submitted electronically to County at contracts@stanbhhs.org

D. BILLING AND PAYMENT

1. County shall reimburse Contractor for services delivered under the terms of this Agreement through the following funding sources: Mental Health Services Act-Prevention and Early Intervention.
2. In consideration of Contractor's provision of services required under this Agreement, A-1 Exhibit, County shall reimburse Contractor an amount not to exceed this A-1 Exhibit's contract maximum of \$150,000 for salaries, benefits and other operating costs.
3. The monthly invoice shall be equal to the monthly program costs for delivering all the services required by this Exhibit A-1. The Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs on the invoice.
4. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.
5. Contractor shall submit an invoice electronically to abhhs@stanbhhs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services (BHRS)
800 Scenic Drive, Building 4
Modesto, Ca 95350
Attention: Accounts Payable

6. Contractor shall provide County a Fiscal Year Expenditure Budget each year. The budget shall be sent electronically to Contract Services at contracts@stanbhhs.org.

E. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

F. TERM

These services shall commence on July 1, 2016 and continue through June 30, 2017.

G. COMPLIANCE

Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689,"Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

H. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic

protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

**BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95320
(209) 525-6225**

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
 - (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

- (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.
- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.
5. Miscellaneous Provisions.
- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of

any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.