

OPTION TO RENEW AND AMENDMENT No. 2

To the CONTRACT FOR BEHAVIORAL HEALTH SERVICES COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

Entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and Paso Robles Joint Unified School District, a California Public School District, hereafter "District", together "Parties". _____

WHEREAS, on November 1, 2016, the County and District entered into a contract for fiscal year 2016-17 (the "Contract") under which County agreed to provide certain services.

WHEREAS, on July 19, 2017 the County and District exercised the option to renew the Contract as per Exhibit C.4 "Option to Renew for One Year" and to amend the Contract, as set forth in the "Option to Renew and Amendment No. 1" to the Contract for Behavioral Health Services County of San Luis Obispo Behavioral Health Services.

WHEREAS, the County and District have a need to exercise the option to renew the Contract as per Exhibit C.4. "Option to Renew for One Year".

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) successive one-year periods.

WHEREAS, the Board of Supervisors delegated to the Health Agency Director or designee the authority to amend the Contract to exchange, delete, or add to the types of services and/or to increase compensation to County.

NOW THEREFORE, the parties agree that the Contract is amended as follows:

1. The Contract, Exhibit C.3. "Duration Date" is deleted and replaced in its entirety with the following:
 3. **Duration Date.**
This Contract shall remain in effect from July 1, 2018 until June 30, 2019, unless terminated sooner pursuant to Exhibit D.3., "Termination for Convenience", of the Contract.
2. In any instance in which a provision of this Option to Renew and Amendment No. 2 contradicts or is inconsistent with provisions of the Contract, Option to Renew and Amendment No. 1, the provision of this Option to Renew and Amendment No. 2 shall prevail. All other terms and conditions of the Contract and any amendments shall remain in full force and effect.
3. The effective date of this Option to Renew and Amendment No. 2 shall be July 1, 2018.

IN WITNESS WHEREOF, County and District have executed this Option to Renew and Amendment No. 2 on the day and year set forth below.

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
A California Public School District

CONTRACTOR
Paso Robles Joint Unified
School District

CONTRACTOR
Paso Robles Joint Unified
School District

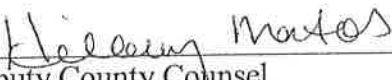
By: _____
Julian Crocker, Interim Superintendent

By: _____
Brad Pawlowski, Chief Business Officer

Tax ID# XX-XXXXXX
Held in Confidential File

Approved as to form and legal effect.

RITA L. NEAL
COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 1/24/19

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: 

Date: 1-30-19

Michael Hill, Health Agency Director

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and Paso Robles Joint Unified School District, a California public school district, hereafter "District", together "Parties":

WITNESSETH

WHEREAS, County is the provider of specialty mental health services, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, County is specially trained, experienced, expert and competent to perform such special services; and;

WHEREAS, Parties recognize a strong relationship between the above mentioned services and the educational success of children; and

WHEREAS, Parties have agreed to work together to achieve the success and well-being of children in Therapeutic Learning Classes (TLC).

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** District hereby engages County to perform, and County hereby agrees to perform for District the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation.** County shall be compensated by District for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration.** The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Parties shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions.** Parties shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF Parties have executed this Contract on the day and year set forth below.

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

A California Public School District

By: 

Duane Wolgomott,
Chief Financial Officer

Date: 9/15/16

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 9/16/16

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: LYNN COMPTON
Chair, Board of Supervisors

Date: 11-01-2016

ATTEST

By: TOMMY GONG
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

By: SANDY CURRENS
Deputy Clerk

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. District/County Collaborative for Therapeutic Learning Classes

- a. **Scope of Services:** County shall provide one (1) Full Time Equivalent (FTE) Mental Health Therapist and two (2) Rehabilitation Specialists subcontracted through the County to provide mental health services to up to a maximum of forty (40) AB3632 eligible children in the District's Therapeutic Learning Center (TLC) classes. The services, as specified in each child's Individual Education Plan (IEP) and coinciding Mental Health Treatment Plan, will be offered to students in the District's TLC classes in locations mutually agreed upon.

TLC classes shall be offered during the same traditional school year schedule for public schools as dictated by the California Department of Education (CDE). Additionally, TLC instruction may be offered during the Extended School Year (ESY) which is an additional four (4) weeks after the traditional school year is complete..

b. **Service Specifications:**

- 1) County staff shall provide IEP-driven authorized mental health services to children in the TLC classes and authorized mental health services to children and their families in clinic based facilities, if needed, including but not limited to the following:
 - i. Individual therapy
 - ii. Group therapy and family therapy
 - iii. Case management/consultation services
- 2) County shall provide crisis intervention services to children enrolled in the TLC classes
- 3) County's SAI Coordinators shall have responsibility for Mental Health Treatment Plans and Service Authorizations, including those provided by contracted Behavioral Health Specialists. Rehabilitation Specialists shall provide individual and group rehabilitation services and case management services as indicated on the Mental Health Treatment Plan. A working team comprised of one (1) County Mental Health staff, two (2) Rehabilitation Specialists subcontracted by the County, District's Teachers, and Special Education Para-Educators shall coordinate services to children in the TLC classes, unless otherwise specified.
- 4) District is responsible for providing the following resources, per classroom consisting of not more than 10 students (2 classrooms for a total of not more than 20 students), as a term and condition of the County providing services under this Contract unless otherwise specified below:
 - i. One (1) credentialed Teacher and two (2) Special Education Para-Educators, as District determines
 - ii. Academic instruction
 - iii. Implementation of Individualized Education Plan (IEP)

- iv. Classroom space and supplies
 - v. Office space with internet access for County use
 - 5) Site Specific Classes
 - i. County shall provide one half time FTE (.5) County Mental Health therapist, and 1 Rehabilitation Specialist to provide mental health services and 1 TLC classes not to exceed more than 10 students per class located at Virginia Peterson Elementary School.
 - ii. County shall provide one half time FTE (.5) County Mental Health therapist, and 1 Rehabilitation Specialist to provide mental health services to one TLC class not to exceed more than 10 students per class located at Daniel Lewis Middle School .
 - c. Referral Process.
 - 1) Students referred to the program shall be assessed by a licensed County Mental Health Therapist to determine if appropriate education related mental health services are required as free and appropriate public education under IDEA, as an appropriate education related mental health services for the students to be included on their IEP, when needed. Should any student referred to the program not be eligible for Medi-Cal reimbursement, Federal IDEA reimbursement, or other sources of reimbursement, any unreimbursed costs for such student services will be the responsibility of the District.
 - d. Units of Service:
 - 1) Units Defined
 - i. Clients Served = Unique client/student receiving behavioral and rehabilitative services during the fiscal year.
 - ii. Client Slots = Number of clients that staffing is set to serve at one time.
 - 2) Estimated Annual Units
 - i. Not more than 20 Clients served
 - ii. Not more than 20 Client Slots
 - e. Measurable Outcomes/Goals.
 - 1) 95% of children/youth receiving services will remain in current home environment
 - 2) Inpatient psychiatric hospitalization will be avoided 100% of the time.
 - 3) 80% of children/youth served will show an improvement in Behavioral and Emotional subscale as measured by the Child and Adolescent Needs and Strengths (CANS) standardized instrument.
 - 4) 80% of children and youth served will show progress toward IEP goals as measured by validated curriculum based assessments.
- Outcomes 1-3 will be tracked by the County. Outcome #4 will be tracked by the District

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation.

- a. District shall pay to County any unreimbursed cost for mental health services provided by the County Mental Health staff or Rehabilitative Specialists provided through a County subcontractor, in the following manner:
 - 1) Except as provided in paragraph 1.b. below, the total payable by the Contractor under the terms of this agreement to County shall not exceed one hundred four thousand five hundred sixty five dollars (\$104,565).
 - 2) District shall pay all unreimbursed cost based on information provided by County. District agrees that County is not liable for any unreimbursed costs over agreement amount listed above 1.a.1) District will pay County these extra costs if these costs are not covered by Medi-Cal or SELPA.
 - 3) The County is required to complete a detail Medi-Cal Cost Report by December 31, 2015. By January 31, 2016, the County will either send an invoice for the net unbilled amount to District or issue a refund to District returning the excess reimbursement. District shall be responsible for the unreimbursed cost of all mental health services to students referred to the program, including those students who may not have an IEP detailing specific mental health services or Medi-Cal coverage which would generate reimbursement for the County.
 - 4) District understands that in the event that student population in TLC classes falls below assumed numbers (2 classes of 10 students each), District agrees to reimburse County for costs associated with providing staffing for the TLC program for time in the classroom that does not generate billable mental health services due to a smaller class size.
- b. If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount in FY 2016-17 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D, Delegation of Authority.

2. Billing.

- a. County shall submit invoices to District semi-annually. The first invoice shall be for the period July 1 through December 31 and the second invoice shall be for the period January 1 through June. Should the first semi-annual invoice be for an amount over 50% of the total contract amount, District and County shall meet and confer in good faith to determine and implement appropriate measures to ensure that there will not be a cost overrun. Appropriate measures to prevent contract dollar amount overrun may include service reductions or adjustments and/or changes to the contract to increase District's reimbursement of County for non-reimbursed expenditures. These measures shall not include any reduction in the amount of compensation County receives for services under this Contract. District hereby expressly warrants that it will exercise its best efforts to ensure that there is no such cost overrun.
- b. The reimbursement shall be paid within thirty (30) days after receipt of invoice.

EXHIBIT C

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
DURATION AND EFFECTIVE DATE**

1. Effective Date.

This Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signature shall be the last to sign.

2. Service Date.

- a. Services shall commence on or after July 1, 2016 and shall end upon the end of the duration date
- b. The Parties specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2016 to the date the Parties are executing this contract and which were intended in the best interest of the public health and welfare. The Parties expressly authorizes the retroactive effective date under this contract to July 1, 2016. The Parties also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2016.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2017, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D or renewed pursuant to Section 4 of this Exhibit.

4. Option to Renew for One Year

By mutual agreement of the County and District this Contract may be renewed for up to, but no more than, two (2) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal shall be made in writing. The Health Agency Director or his designee is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved as to form and legality by County Counsel, and consistent with the limits described in Section 30 of Exhibit D, Delegation of Authority.

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. Independent Contractor.

County shall be deemed to be an independent contractor of District. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the District to exercise discretion or control over the professional manner in which County provides services. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. Warranty of Contractor for Provision of Services.

County shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. District shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract.

3. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, District shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this contract.

4. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors and by the District School Superintendent without the need for action, approval, or ratification by the District School Board.

5. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the County, District shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under

this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

6. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. District shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. District specifically acknowledges that in entering into and executing this contract, District relies solely upon the provisions contained in this Contract and no others.

7. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

8. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

9. Severability.

The District agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

10. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to District at:

Chris Williams, Superintendent
Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93447

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

11. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

12. Signatory Authority.

District warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

13. Indemnification.

The County and District shall each defend, indemnify and hold harmless the other party, its governing boards, officers, administrators, agents, and employees from and against any and all liabilities, claims, demands, costs, losses, damages, expenses, judgments, reasonable attorney fees, or other losses that may be asserted by any person or entity, arising from or connected with the service hereunder. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County or District, its officers, and employees.

The County's obligation to indemnify does not extend to any administrative proceedings wherein the District is the named respondent. The County agrees to provide reasonable assistance to help the District defend claims raised in any administrative proceeding; where feasible, such assistance may include making witnesses available and providing access to records consistent with all applicable laws and authorizations for the release of information consented to by the student and/or parent/legal guardian.

14. Confidentiality.

Services provided by County are confidential in nature. All client service records shall be maintained by County and not shared with District, its officers, agents or employees except as authorized by law. Confidential information obtained by District, its officers, agents or employees, in the course of receiving services under this contract, including without limitation, the identity of program participants or the fact that services are being provided, may not be disclosed unless District secures prior written authorization. District and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.

15. Force Majeure.

Neither the County nor the District shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

16. Inspection or Audit of Records by Local, State or Federal Agency.

Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

Additionally, the District shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by District, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the District shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

17. Nondisclosure.

All reports, information, documents, or any other materials prepared by County under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by District without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

18. Conflict of Interest.

District acknowledges that District is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. District certifies that District is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. District agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

19. Immigration Reform and Control Act.

District acknowledges that District, and all subcontractors hired by District to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. District certifies that District is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by District to perform services under this Contract are in compliance with IRCA.

20. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and District. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

21. Tax Information Reporting.

Upon request, County shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

22. Delegation of Authority.

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to County up to the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this agreement for two (2) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County's Contracting for Services Policy.

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

County agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act.

2. Nondiscrimination.

Parties 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.

Parties shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

3. Confidentiality.

Parties shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract and incorporated by this reference. Any conflict between the terms and conditions of this Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the District shall control and be given effect. District shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

4. Record keeping and reporting of services.

Parties shall:

- a. Keep complete and accurate records for each client treated, consistent with required legal and professional standards. Such records shall comply with all applicable Federal, State, and County record maintenance requirements
- b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to District's program, major incidents, and fiscal activities of the program.

- c. Collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. District shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to District.

5. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Parties shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Parties are determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. District agrees to be held responsible for their portion of any action the State may impose on the County.

6. Equipment.

District shall furnish all supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

- a. All required Behavioral Health forms;
- b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract.

7. State Department of Health Care Services Contract.

District agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

8. License Information.

County agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses and/or permits as are required by state or local law.

9. Reports of Death, Injury, Damage or Abuse.

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, District shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, District shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of District's employees or agents who

were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

- b. Child Abuse Reporting. Parties shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. County shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements
- c. Elder Abuse Reporting. Parties shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). County shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements

10. Trafficking Victims Protection Act of 2000

Parties shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. For full text:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

11. Disclosure of Unusual Incidents.

District shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by deliver to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, of a written notice which shall describe the violation in detail. District shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

12. Charitable Choice.

Parties shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Parties shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Parties shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

Parties shall comply by 42 Code of Federal Regulations, Part 54.

- a. County shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance abuse activities. The annual submission shall contain all substantive information required by and formatted in a manner prescribed by Department of Healthcare Services.

13. Fire Clearance Certificate.

Contractor shall provide to County, no later than August 31st of each year, a copy of the current fire clearance certificate for each site at which County provides services.