

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: A-11193

COUNTY Department Contract Representative:  
Len Foster  
Director of Health  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **ASPIRANET** (hereinafter "CONTRACTOR").

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR will provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, *et seq.*), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: CONTRACTOR will provide Wraparound Short-Doyle/Medi-Cal services for 18 Monterey County families.

**II. EXHIBITS**

The following exhibits are attached and incorporated by reference as a part of this Agreement:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE

EXHIBIT D: CONFIDENTIALITY OF PATIENT INFORMATION

\*Approved by County Board of Supervisors on \_\_\_\_\_

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED  
EXHIBIT F: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY  
EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT

**III. PAYMENT BY COUNTY**

- A Payment shall be made pursuant to the terms and conditions set forth in Exhibit B attached hereto and by this reference made a part hereof.
- B CONTRACTOR shall hold harmless the State of California and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

**IV. TERM AND TERMINATION**

- A Term. This Agreement shall be effective July 1, 2008 and shall remain in effect until June 30, 2009.
- B Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C Termination with Cause. COUNTY may cancel and terminate this Agreement for good cause immediately upon written notice to CONTRACTOR. "Good cause" includes, but is not limited to, failure of CONTRACTOR to perform a material requirement of the Agreement. "Good cause" shall also include CONTRACTOR's failure to implement corrective action in a timely fashion pursuant to Section IX of this Agreement.
- D Reduction and/or Termination of Government Funding. Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR, elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the Agreement shall be amended to reflect any reduction in funding.
- E Survival of Obligations after Termination. Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients then receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  2. COUNTY shall arrange for such transfer of treatment no later than sixty (60)

days after Agreement termination if the clients' treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above, except that COUNTY's post-termination payment obligations shall not exceed ten percent (10%) of the maximum amount payable to the CONTRACTOR under this Agreement as specified in Exhibit B;
4. CONTRACTOR will continue to remain obligated with respect to the confidentiality and auditing requirements of this Agreement.

#### **V. COMPLIANCE WITH APPLICABLE LAW AND TERMS OF GRANT**

- A Compliance with Law. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments including, but not limited to, Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in Department of Mental Health letters and in the Cost Reporting/Data Collection (CR/DC) Manual. In addition, if CONTRACTOR is providing Medi-Cal services pursuant to this Agreement, CONTRACTOR shall comply with Title XIX of the Social Security Act, and all other applicable federal laws, regulations and guidelines pertaining to federally funded mental health programs, including all requirements necessary for Medicaid/Medi-Cal reimbursement for mental health treatment services.
- B Compliance with Terms of State and/or Federal Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the state and/or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a subgrantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY will deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

#### **VI. LICENSURE AND STAFFING REQUIREMENTS**

- A Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, the Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and state certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

- B Staffing. CONTRACTOR shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

**VII. PATIENT RIGHTS**

- A CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in Welfare and Institutions Code, Division 5, Part 1, sections 5325, *et seq.*, and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (§ 860, *et seq.*).
- B As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals.

**VIII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all state and federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.
- B CONTRACTOR shall comply with the confidentiality requirements set forth in Exhibit D and incorporated by reference as if fully set forth herein.

**IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A The State Department of Mental Health, COUNTY, and other appropriate state and federal agencies shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY's Quality Improvement ("QI") Plan.
- C CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Department of Mental Health Client and Service Information System ("CSI"). Units

of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.

- D If the COUNTY discovers any practice, procedure, or policy of the CONTRACTOR which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, the COUNTY may require corrective action, withhold payment in whole or in part, or terminate this Agreement immediately. If COUNTY notifies CONTRACTOR that corrective action is required, CONTRACTOR shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the COUNTY within thirty (30) days, unless the COUNTY notifies the CONTRACTOR that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- E If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

**X. 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 Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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.* CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement 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. CONTRACTOR 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.*). CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.

XI. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

XII. **INSURANCE.**

A Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

C Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement,

with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

D Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to

any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

### **XIII. ANNUAL COST REPORT**

- A Submission of Year-End Cost Report. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one (1) original and one (1) copy of an annual cost report within ninety (90) days following the close of each fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by the COUNTY.
- B Submission of Cost Report Upon Early Termination. If this Agreement is terminated or canceled prior to June 30<sup>th</sup> of any year, CONTRACTOR shall prepare a cost report for the Agreement period which ends on the termination or cancellation date, and shall submit two (2) copies of that report to the COUNTY within sixty (60) days after the termination or cancellation date.
- C Reimbursement for Medi-Cal Services. If CONTRACTOR is seeking reimbursement for Medi-Cal services provided pursuant to this Agreement, reimbursement for such services shall be based upon the lower of the actual cost of providing those services as determined by the cost report or CONTRACTOR's usual and customary charges for such services. No amount of reimbursement for Medi-Cal services shall exceed the Schedule of Maximum Allowance (SMA) as established annually by the State Department of Mental Health for Short-Doyle/Medi-Cal services.
- D Reimbursement by CONTRACTOR of Overpayment of Medi-Cal Costs. If, as a result of the cost report, a discrepancy is found between the total allowable Medi-Cal costs paid to the CONTRACTOR and the total allowable Medi-Cal costs that should



have been reported, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the State of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

#### **XIV. ACCESS TO AND AUDIT OF RECORDS**

- A Maintenance of Records. CONTRACTOR shall maintain records indicating the nature and extent of all services performed and all payments received under this Agreement for a period of five (5) years after completion of all services pursuant to this Agreement or until all disputes, claims, litigation, or audits have been resolved, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted standards and applicable law. Government Code § 8546.7 makes any expenditure of public funds over \$10,000 subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement.
  
- B Right to Inspect Records. The COUNTY, State Department of Mental Health, the Comptroller General of the United States, the U.S. Department of Health and Human Services, and other authorized federal and state agencies shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
  
- C Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement.
  
- D Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
  
- E Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
  
- F Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

## XV. NON-DISCRIMINATION

- A Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
  2. California Fair Employment and Housing Act, (Govt. Code § 12900, *et seq.*), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, *et seq.*;
  3. Govt. Code §§ 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and

any applicable administrative rules and regulations issued under these sections;

4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), *et seq.*), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, *et seq.*, and 47 U.S.C. §§ 225 and 611, and any federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, *et seq.*; and
8. Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E Written Assurance. Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable state or federal regulations.
- F Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR's employees, recipients of services, and members of the public upon request.
- G Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any state or federal agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance

with these nondiscrimination provisions.

- I Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR's subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

#### **XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

#### **XVII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350, *et seq.*, to provide a drug-free workplace by doing all of the following:

- A Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions.
- B Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employees assistance programs;

4. The penalties that may be imposed upon employees for drug abuse violations;
5. Requiring that each employee engaged in the performance of the Agreement or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

#### **XVIII. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, federal and state income taxes and social security, arising out of CONTRACTOR's compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR's failure to pay such taxes when due.

#### **XIX. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY's prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all COUNTY requirements, state requirements, and applicable law. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them.

#### **XX. GENERAL PROVISIONS**

- A Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- C Assignment. This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without the prior written consent of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement.
- D Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- E Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- F Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- H Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- I Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- J Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- K Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- L Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.
- M Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

**XXI. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

**COUNTY OF MONTEREY**

Wayne W. Clark, PhD  
Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4509

**ASPIRANET**

Vernon McFarland-Brown, MA  
Chief Executive Officer  
43 East Romie Lane  
Salinas, CA 93901  
(831) 755-7870

**This space is left blank, intentionally.**

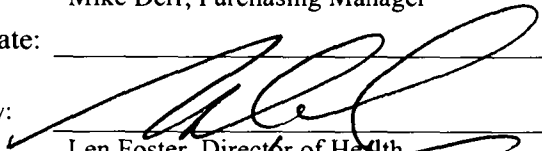
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

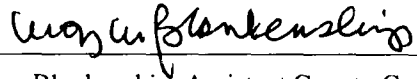
By: Mike Derr, Purchasing Manager

Date: \_\_\_\_\_

By:   
Len Foster, Director of Health

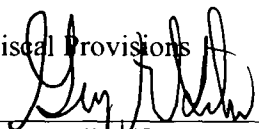
Date: 6/30/08

Approved as to Form

By:   
Lee Blankenship, Assistant County Counsel<sup>2</sup>

Date: 5/22/08

Approved as to Fiscal Provisions

By:   
Gary Gibony, Auditor/Controller

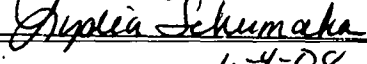
Date: 5-22-08

Approved as to ~~Liability Provisions~~ <sup>RISK MANAGEMENT</sup>

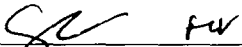
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY

By: Steve Mauck, Risk Management

Date: By:   
Date: 6-4-08

Approved as to Content

By:  fw  
Wayne Clark, Behavioral Health Director

Date: 05/15/2008


County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

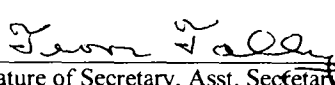
<sup>1</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

<sup>2</sup> Approval by County Counsel is necessary only if changes are made to the standard provisions of the MHSAs.

AspiraNet

By:   
Vernon McFarland-Brown, MA, CEO

Date: 5/10/08

By:   
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*

Tim Tally Board Secretary  
Name and Title

Date: 5/10/08



**EXHIBIT A:  
PROGRAM DESCRIPTION**

---

**I. IDENTIFICATION OF CONTRACTOR**

AspiraNet  
43 East Romie Lane  
Salinas, CA 93901  
755-7870 phone  
755-7875 fax

**II. INCORPORATION STATUS**

501(c)(3) Nonprofit Organization

**III. LEGAL STATUS**

Voluntary or juvenile dependents (W&I Code, 300 et. seq.) or wards (W&I Code, 602 et. seq.).

**IV. PROGRAM NARRATIVE**

The purpose of this agreement is to provide intensive wraparound services to eligible Monterey County foster, probation, special education and at-risk youth. Wraparound services are defined as community-based intervention services that emphasize the strengths of the child and family, and include the delivery of coordinated, highly individualized unconditional services to address needs and achieve positive outcomes in their lives.

**V. PROGRAM GOAL**

- A To provide children and their families a service alternative to group home care through the development of family-based services.
- B To provide services that are individualized to build on the strengths of each eligible child and family and are tailored to address their unique and changing needs.
- C To develop all plans through a Child and Family Team.

**VI. SERVICE OBJECTIVES**

- A To provide mental health, case management, and crisis intervention services necessary to develop and implement the Child and Family Plan.
- B To provide mental health, case management, and crisis intervention services, which support the child in remaining in his/her own home or alternative family-like setting.
- C To link clients to services and help them navigate community resources that will build supportive client family relationships and develop interpersonal skills as well as skills to increase individual capacities.

**VII. TREATMENT SERVICES**

- A Mode of Service: Outpatient Services.
- B Contracted units of service by type: There is no limitation on units of service or the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIII, Annual Cost Report.
- C Delivery Site: 43 East Romie Lane, Salinas, CA 93901

- D Hours of Operation: Services will be seven days a week, 24 hours a day by appointment or on call for crisis intervention or other emergencies.

**VIII. POPULATION TO BE SERVED**

The target population for this agreement is 18 eligible Monterey County children. "Eligible child" means any of the following:

- A A child who has been adjudicated as either a dependent or ward of the juvenile court pursuant to Welfare & Institutions Code Section 300 or 602, and who would be placed in a group home licensed by the State at a rate classification level (RCL) of 10 or higher.
- B A child who has been adjudicated as either a dependent or ward of the juvenile court pursuant to Welfare & Institutions Code Section 300 or 602, and is currently placed in a group home licensed by the State at a rate classification level (RCL) of 10 or higher and is identified as appropriate to transition into family home care.
- C Would be voluntarily placed in out-of-home RCL level 10 or above group care pursuant to Section 7572.5 of the Government Code.
- D A child who has been described by the special education process to be in need of therapeutic, residential treatment in order to meet his or her educational needs and other less intensive services will not adequately meet the child and family's mental health needs".

**X. ELIGIBILITY**

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Referral Team. Youth placed voluntarily pursuant to Section 7572.5 of the Government Code who do not have Medi-Cal may be eligible if wrap services are delineated in the youth's Individualized Education Plan (IEP).

**XI. LIMITATION OF SERVICE / PRIOR AUTHORIZATION**

Potential referrals will be screened by the Interagency Referral Team to insure that youth meet criteria for admission to the program and that family has given preliminary agreement to participate in Wraparound services.

**XII. CLIENT DESCRIPTION / CHARACTERISTICS**

Boys and girls ages 3 – 18 years with:

- A Severe emotional and behavioral disturbances; and
- B Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment in two of the following areas:
  - 1. Self care
  - 2. Family relationships
  - 3. Ability to function in the community
  - 4. Ability to function in school
- C Has been placed out of the home or expected to be placed out of the home

**XIII. MEETINGS/COMMUNICATIONS**

The primary contact for the COUNTY shall convene a monthly meeting of the Administrative Oversight Team (AOT), which will be co-chaired by a contract administrator for the COUNTY and the CONTRACTOR. This meeting will include representation of all

wraparound **CONTRACTORS** along with appropriate **COUNTY** representation. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. These meetings will also address maximization of sound internal processes to maintain fidelity to the wraparound model. The AOT does not have the authority to authorize changes requiring a contract amendment. The AOT monthly meeting shall occur in conjunction with the first Wraparound Community Team Meeting of each month. A separate agreed upon agenda shall be distributed and followed for these meetings.

**XIV. DESIGNATED CONTRACT MONITOR**

Thomas S. Berg  
Behavioral Health Division, Children's Services Manager  
1000 South Main Street, Suite 210B  
Salinas, CA 93901  
(831) 784-1513

**EXHIBIT B:  
PAYMENT PROVISIONS**

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**I. PAYMENT TYPE**

Cost Reimbursed up to maximum contract amount.

**II. PAYMENT CONDITIONS**

- A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Division no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.
- B If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- C County shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- D If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- E If, as of the date of signing this Agreement, CONTRACTOR has already received payment from the County for services rendered under this Agreement, such amounts shall be deemed to have been paid out under this Agreement and shall be counted towards County's maximum liability under this Agreement.

**III. PAYMENT RATE**

CONTRACTOR will charge for its services at a rate not to exceed the Service Schedule of Reimbursement below. All services will be reimbursed at the State Maximum Allowable (SMA) rate for Fiscal Year 2008-09 as set forth by the State of California.

**IV. MAXIMUM OBLIGATION OF COUNTY**

A Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$655,387** for services rendered under this Agreement.

B Maximum Annual Liability:

Service Description	Mode of Service	Service Function Code	Total Contracted Units of Service	FY 2008-09 Estimated Rate of Reimbursement per Unit	FY 2008-09 Contract Amount
<b>Wraparound Services:</b>			Not to Exceed	X SMA	\$655,387
Brokerage (Minutes)	15	1			
Collateral (Minutes)	15	10			
Assessment/Evaluation (Minutes)	15	30			
Crisis Intervention (Minutes)	15	70			
Rehabilitation (Minutes)	15	45			
Plan Development (Minutes)	15	45			
<b>TOTAL MAXIMUM LIABILITY</b>					<b>\$655,387</b>

C COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.

D If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

**V. PAYMENT METHOD**

A County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.

B CONTRACTOR will submit a monthly claim for services rendered to:

Monterey County Health Department  
 Behavioral Health Division  
 1270 Natividad Road, Room 200  
 Salinas, CA 93906  
**ATTN: Accounts Payable**

**EXHIBIT D:  
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.*

  
\_\_\_\_\_  
Signature of Authorized Representative

5/10/08  
\_\_\_\_\_  
Date

ASPIRANET

\_\_\_\_\_  
Business Name of Contractor  
Vernon McFarland-Brown, MA  
\_\_\_\_\_  
Name of Authorized Representative (printed)  
Chief Executive Officer  
\_\_\_\_\_  
Title of Authorized Representative

**EXHIBIT E:  
ASSURANCE OF COMPLIANCE WITH  
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

C.

Contractor's Business Name		ASPIRANET	
Name of Contractor's Designee		Vernon McFarland-Brown, MA	
Title of Designee		Chief Executive Officer	
Street 400 Oyster Point Blvd. Ste 501			
City SF		State CA	Zip 94130
IRS Employer Identification Number		CA-2442000	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date 5 / 10 / 05	

**EXHIBIT F:  
ASSURANCE OF COMPLIANCE WITH  
MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

---

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers and know about and respect cultural and ethnic differences. They adapt their skills to meet each family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

**Organizations in a Culturally Competent Service System Promote:**

**Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

**Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

**Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities to care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 25%).
- Developing recruitment, hiring, and retention plans that are reflective of the target communities' ethnic, racial, and linguistic populations.

**Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog) for at least 50% of all services.



### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities pg 9)

*A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
3. Provide an emotional environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by clients; staff that is knowledgeable of cultural and ethnic differences and needs and is able and willing to respond to them in an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery and evaluation (County Goal: 25%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Behavioral Health Director or designee to monitor progress and outcomes and report regularly to Behavioral Health coordinating bodies on the progress and outcome(s) of the project.
8. As appropriate, participate in cultural competency trainings offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

  
 Signature of Authorized Representative

5/10/08  
 Date

ASPIRANET  
 \_\_\_\_\_  
 Business Name of Contractor  
 Vernon McFarland-Brown, MA  
 \_\_\_\_\_  
 Name of Authorized Representative (printed)  
 Chief Executive Officer  
 \_\_\_\_\_  
 Title of Authorized Representative

**EXHIBIT G**  
**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the 1<sup>st</sup> day of July, 2008, by and between the **COUNTY OF MONTEREY**, hereinafter referred to as "Covered Entity", and **ASPIRANET** hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled **Mental Health Services Agreement**, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

### A Business Associate agrees:

- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
- (ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
- (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

### B Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
  - (a) the disclosure is required by law; or
  - (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business

Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

- (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- C Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

### **V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this

Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. 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.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY:**  
COUNTY OF MONTEREY

By: \_\_\_\_\_

Len Foster, Director of Health

Date: \_\_\_\_\_

4/30/08

**BUSINESS ASSOCIATE:**  
ASPIRANET

By: \_\_\_\_\_

Vernon McFarland-Brown, MA

Date: \_\_\_\_\_

5/10/08