

COAST UNIFIED SCHOOL DISTRICT
CONTRACT FOR SPECIAL SERVICES
INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into by and between the COUNTY of SAN LUIS OBISPO, a public entity in the State of California, (hereinafter referred to as "County"), and Coast Unified School District, (hereinafter referred to as "Coast").

WITNESSETH

WHEREAS, COAST has need for special services and advice; and

WHEREAS, The County of San Luis Obispo Behavioral Health Department has staff that is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, it is understood and agreed by the parties that COAST expects to receive an allocation of sufficient funds to pay for these special services. The parties understand and agree that this contract is entered into upon the condition that COAST receives such funding, as set forth in 4. Termination for Non-appropriation of Funds.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services.

The County of San Luis Obispo Behavioral Health Department will provide the following services:

- a. 240 hours of student support counseling to be completed by June 30, 2015.
Services will be delivered at Coast and will include drug and alcohol early intervention counseling services, prevention activity development, staff training, and classroom presentations
- b. 912 hours of bilingual/bicultural prevention services to be completed by June 30, 2015.
These services will be delivered at Coast as part of the Costa Unificada Prevention Program. Services may include but are not limited to: bilingual/bicultural drug and alcohol early intervention counseling services, bilingual/bicultural prevention activity development, staff training, classroom presentations, parenting programs and attending community meetings.

2. Compensation, Billing, and Payment. COAST shall pay to County as compensation in full for all services performed by County, pursuant to this contract at the following rates:

- a. 240 hours of student support counseling will be provided at the rate of \$45.75 per hour.
- b. 912 hours of bilingual/bicultural prevention services will be provided at a rate of \$42.00 per hour.

Total contract amount not to exceed the sum of \$49,284. County will bill Coast quarterly. Coast will pay County for services within 30 days.

3. Effective Date and Duration. The effective date and duration of this contract shall commence on the date County signs this contract with an effective operating date of August

- 1, 2014 and ending June 30, 2015. All services provided by the County prior to the effective date are ratified as having been provided pursuant to and at the rates specified in this contract.
4. Termination for Non-appropriation of Funds. During the term of this Contract, if the State or any federal government terminates or reduces its funding for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to COAST effective immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by COAST and the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or COAST School Board or, if applicable, provision of State or Federal funding source. If County is notified by COAST in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to COAST to reflect the reduced amount.
 5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party thirty (30) days written notice of such termination. 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 60 calendar days after the date of the notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all hours satisfactorily completed at the above stated service rates, and not previously paid through monthly payments prior to the effective date of said termination.
 6. Termination of Contract for Cause. If either party fails to perform its duties under this Contract, or if either party breaches any of the material terms or provisions of the Contract, then the non-breaching party shall have the right to terminate this Contract effective immediately upon giving written notice thereof to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of such termination. If the termination for cause is defective for any reason, including but not limited to reliance on erroneous facts

concerning performance, or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to County under paragraph 2 above.

7. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. County 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. County specifically acknowledges that in entering into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.
8. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Employment Status. The County and its officers, employees or agents shall, during the entire term of the Contract, be construed to be an independent Contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COAST to exercise direction or control over the professional manner in which County performs the services which are the subject matter of this Contract. County's services shall be provided in a manner consistent with all applicable standards and regulations governing such services. County understands and agrees that County's personnel are not and will not be eligible for membership in or any benefits from any COAST group plan for hospital, surgical or medical insurance; or for membership in any COAST retirement program; or for paid vacation, sick leave or other leave, with or without pay; or for any other benefit which accrues to a COAST employee.
10. Warranty of County. County warrants that County and each of the personnel employed or otherwise retained by County for services performed pursuant to this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.
11. California Law and Venue. It is agreed that this Contract shall be governed by the laws of the State of California. This contract is made, executed and performed in the County of San Luis Obispo. Said county shall be the venue for all legal actions pertaining to this contract.
12. Indemnification. COAST shall defend, indemnify and hold harmless County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including the COAST, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not

extend to any claims or losses arising out of the sole negligence or willful misconduct of County, its officers and employees.

13. Confidentiality. Services provided by County are confidential in nature. All client service records shall be maintained by County and not shared with COAST, its officers, agents or employees except as authorized by law. Confidential information obtained by COAST, 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 COAST secures prior written authorization from County Drug and Alcohol Services. COAST 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.

14. Qualified Service Organization.

- a. CUSD agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
- b. CUSD acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, SLCUSD is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
- c. CUSD further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

14. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this contract.

15. Records.

- a. County shall keep complete and accurate records as required by law for the services performed pursuant to this Contract. Those records shall only be releasable in accordance with appropriate provisions of law.
- b. County shall assure the confidentiality of any records that are required by law to be so maintained.
- c. HIPAA. County and CUSD shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA). County shall train all of its personnel regarding the requirements of the Act. County shall implement all privacy protections to individual's identifiable protected health information.

16. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

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

and to COAST at:

Marcia Betrue
Coast Unified School District
2950 Santa Rosa Creek Road
Cambria, CA 93428

18. Special Conditions.

Fingerprinting: County will, at its own expense, provide fingerprinting clearance for all its school site counselors, from the California Department of Justice prior to beginning unsupervised service to District students.

Certification: The County certifies that no employee rendering services under this agreement has been convicted of a violent or serious felony.

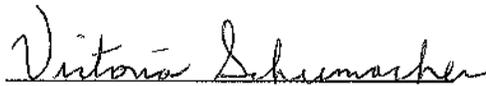
19. Business Associate Agreement. COAST acknowledges that it is a Business Associate of the County of San Luis Obispo and will comply with the requirements of the Business Associate Agreement attached to this contract as Exhibit 1.

IN WITNESS WHEREOF, COAST and County have executed this Contract on the day and year hereinabove set forth.

Nothing further follows except signatures.

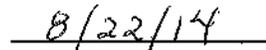
COAST UNIFIED SCHOOL DISTRICT

By:



Victoria Schumacher

Superintendent, Coast Unified School District



Date

COUNTY COUNSEL REVIEW AND APPROVAL BLOCK

This contract has been reviewed and approved as to form and legal effect.

Rita L. Neal

County Counsel

By: 
Deputy County Counsel

5/19/11
Date

COUNTY OF SAN LUIS OBISPO

A public entity in the State of California

By: _____
Chairman of the Board of Supervisors

Date

ATTEST:

JULIE RODEWALD
County Clerk and
Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

BY: _____
Deputy Clerk

EXHIBIT 1
CONTRACT FOR SPECIAL SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 CFR Parts 160 through 165 ("HIPAA regulations") (collectively along with state law privacy rules as "HIPAA Laws") as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor's, or organized health care arrangement in which County

participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

C. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

D. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

E. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

3. Obligations and Activities of Contractor as a Business Associate.

A. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with the HIPAA laws.

F. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and

conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

G. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

H. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

I. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

J. Contractor agrees to document any Disclosures of County PHI or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

K. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

L. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

M. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist.

4. Security Rule.

A. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic County PHI or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

B. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained this Business Associate Agreement.

C. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

5. Breach Discovery and Notification.

A. Following the discovery of a Breach of Unsecured PHI, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

B. Notices shall be sent to the following address:

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

C. Contractor's notification shall include, to the extent possible:

(1) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(2) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(d) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

D. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole

discretion of the County.

E. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

F. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

G. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial report of the Breach to County.

H. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

I. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

J. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

6. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor.

(2) Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data

Aggregation services relating to the Health Care Operations of Contractor.

- B. Contractor may use County PHI, if necessary, to carry out legal responsibilities of Contractor.
 - C. Contractor may use and disclose County PHI consistent with the minimum necessary policies and procedures of County.
 - D. Contractor may use or disclose County PHI as required by law.
7. Obligations of County.
- A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.
 - B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.
 - C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.
 - D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.
8. Business Associate Termination.
- A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:
 - (1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
 - (2) Immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days, provided termination of the Agreement is feasible.
 - B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.
 - (1) This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.
 - (2) Contractor shall retain no copies of the PHI.
 - (3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.
 - C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.