

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

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and San Luis Obispo County Special Education Local Plan Area, a public entity in the State of California, hereafter "SELPA" together Parties:

WITNESSETH

WHEREAS, Government Code, Section 7570 et seq., ensures maximum utilization of all state and federal resources available to provide a child with a disability a free appropriate public education ("FAPE")

WHEREAS, the Superintendent of Public Instruction shall ensure that the special education related services are carried out through monitoring and supervision;

WHEREAS, SELPA wishes to contract with County to continue to provide educationally-related mental health services and continue to participate as a member of the individualized education program ("IEP") team for special education eligible students;

WHEREAS, SELPA agrees to this Contract on behalf of SELPA's member Local Educational Agency(ies) ("LEAs") as defined by the SELPA's Local Plan and Title 34, Code of Federal Regulations, sect **WHEREAS**, this Contract limited to those services which may be recommended or requested by an IEP team in connection with the identification, assessment, or placement of a student who is or may be eligible for special education;

WHEREAS, County is a provider of educationally-related mental health services, as more particularly described in paragraph 1 below; and

WHEREAS, County is specially trained, experienced, expert and competent to perform such special services.ion 300.28;

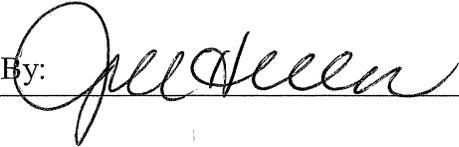
NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

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

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

SAN LUIS OBISPO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

A California Special Education Local Plan Area

By:  Dated: 9/16/16

Jill Heuer
Director
San Luis Obispo Special Education Local Plan Area

Tax ID# Held in Confidential File

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 9/16/16

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

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST

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

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. Specialty Mental Health Services

1) Scope of Services

County shall participate as a member of the IEP team for special education students who have been assessed and determined by County and the student's IEP team to be eligible for educationally-related mental health services as indicated in Exhibit A of this Contract, for whom SELPA and/or its member LEAs have referred for mental health assessments and/or services, and to the extent that such participation is required by law and where such mandates have not been suspended. This shall in no way place any duty or obligation upon County which is not otherwise required by law. SELPA's member LEAs shall ensure that the County is provided reasonable notice of all IEP meetings including annual IEP reviews, when the participation of County staff is required. County will make efforts to attend all IEP meetings unless a written excusal is provided by the parent and LEA. County shall also provide such mental health assessments and other educationally-related mental health services as specified in each child's IEP and for whom SELPA and/or its member LEAs have referred for mental health assessments and/or services if referred pursuant to Paragraph 1c.

2) Service Specifications.

- i. County staff shall provide outpatient and on-site IEP-driven educationally-related mental health services to children and their families. Services may include:
- ii. Assessments
- iii. Individual therapy
- iv. Group therapy
- v. Collateral services (families/significant others)
- vi. Case management/consultation services
- vii. Case management activities for IEP-driven Residential Placements
- viii. Intensive day treatment
- ix. Educationally-related mental health services in IEP-driven Residential Placements.

- 3) County is responsible for treatment and case management services, LEA is responsible for education services, room and board, and non-reimbursable case management costs.
- 4) When required by the IEP, SELPA/LEA and County will make arrangements for the continuation of mental health services as necessary beyond the traditional school year, including an extended school year program.
- 5) When County services are provided at the school site, the LEA will provide appropriate space and support staff. Consideration shall be given for privacy and to accommodate the type of program being discussed. County will be responsible for the provision and

- maintenance of fingerprinting records for County staff having official business on school campuses.
- 6) County agrees to use appropriately credentialed or licensed professionals consistent with California laws and regulations to provide IEP related services.
 - 7) County shall be responsible for verification of security clearances, including fingerprint verification, credentials, and licenses of its employees, agents, volunteers, and sub-contractors.
 - 8) Referral Process.
 - i. Special education students are referred to County for assessment by an LEA's school psychologist(s) (with parental consent to proceed with the assessment plan, if required, which will be provided to the parent(s) within 15 days of receiving the request from the LEA) and shall be assessed by a licensed Mental Health Therapist within thirty (30) days to determine a child's educationally-related mental health needs and recommend appropriate educationally-related mental health services to the IEP team. The LEA is responsible for monitoring compliance with the time lines specified in Education Code sections 56321 and 56344. The LEA shall deliver a completed referral package of the community mental health service pursuant to Title 2, Division 9, Chapter 1, section 60040, subdivision (d), California Code of Regulations, as well as any other relevant pupil information in accordance with procedure ensuring confidentiality within five (5) working days. Mental Health will develop a mental health assessment plan and conduct the assessment pursuant to Title 2, Division 9, Chapter 1, section 60045, California Code of Regulations.
 - 9) Transportation
 - i. The LEA will be responsible for the in-state and out-of-state transportation of pupils with exceptional needs when necessary for the provision of mental health services as specified on the student's IEP, pursuant to Title 2, Division 9, Chapter 1, section 60200, subdivision (d)(1)(2), California Code of Regulations, and identified on the IEP. Costs associated with out-of-state site visitations shall be billed to the SELPA unless otherwise determined.
 - 10) County and SELPA agree to work cooperatively to minimize interagency disputes, and when such disputes occur, both agencies will seek a speedy resolution.
 - i. Agencies in all cases will attempt to resolve disputes regarding educationally-related mental health services written on an IEP. Dispute procedures will not interfere with the student's right to receive services. The agency that has been providing the services prior to the dispute shall pay for, or provide, at its discretion, the service until the dispute resolution proceedings are completed [CCR, Title II, Section 60610].
 - ii. County and SELPA agree to the principles and steps listed in Exhibit A.
 - 11) Due Process
 - i. Both County and the LEA are subject to the decisions made pursuant to the due process procedures of Education Code Section 56501-56508 and Title 5, CCR Section 3002-3089. Each agency's legal representation shall be an item of collaboration between them.

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation.

- a. SELPA shall pay to County any unreimbursed cost for mental health services provided by the County Mental Health staff or Rehabilitative Specialists provided through the contract with the Family Care Network, in the following manner:
- 1) SELPA shall pay to County any unreimbursed cost for IEP-driven authorized educationally-related mental health services performed by County pursuant to or in support of obligations incurred by this Contract, in an amount not to exceed seven hundred seventy three thousand, two hundred twelve dollars (\$773,212). SELPA is under no obligation to transfer federal IDEA funds to County for the 2016-17 fiscal year.
 - 2) The County is required to complete a detail Medi-Cal Cost Report by December 31, 2016. By January 31, 2017, the County will either send an invoice for the net unbilled amount to SELPA or issue a refund to SELPA returning the excess reimbursement. SELPA shall be responsible for the unreimbursed cost of all mental health services to students referred to the program, including those students who may not have an IEP detailing specific mental health services or Medi-Cal coverage which would generate reimbursement for the County.
- b. If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount in FY 2016-17 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D, Delegation of Authority.
- c. Rate of Service.

The County will charge SELPA for the following services based on the County's actual billing rate based upon the most recent cost report. Costs of services are not to exceed the amounts outlined in the table below:

Service Description	Unit	Rate
Assessments	Minute	\$4.20
Individual and Group Therapy	Minute	\$4.20
Collateral Services	Minute	\$4.20
Plan Development	Minute	\$4.20
Day Treatment Rehabilitative, Full Day	Day	\$158.73
Day Treatment Intensive, Full Day	Day	\$250.97
Mental Health Services Provided in IEP-Driven Placements	Minute	\$4.20

Case management to out-of-County placements will also include mileage reimbursement in the amount equal to Standard Mileage Rates as determined by the IRS and travel expenses (eg: plane fare) set forth per the County travel policy. The travel time is charged at the maximum allowable rate not to exceed the per minute rate of \$4.20 and billable to Medi-Cal for eligible clients.

2. Billing.

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

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

1. Effective Date.

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

2. Service Date.

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

3. Duration Date.

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

4. Option to Renew for One Year

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

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. Independent Contractor.

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

2. Warranty of Contractor for Provision of Services.

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

3. Termination for Convenience.

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

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

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

4. Power to Terminate.

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

5. Non-Assignment of Contract.

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

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

6. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. SELPA 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. SELPA specifically acknowledges that in entering into and executing this contract, SELPA relies solely upon the provisions contained in this Contract and no others.

7. Governing Law and Venue.

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

8. Waiver.

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

9. Severability.

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

10. Notices.

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

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

And to SELPA at:
 Jill Heuer, Director
 San Luis Obispo County Special Education Local Plan Area
 8005 Morro Road
 Atascadero, CA 93422

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

11. Headings.

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

12. Signatory Authority.

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

13. Indemnification.

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

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

14. Confidentiality.

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

15. Force Majeure.

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

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

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

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

17. Nondisclosure.

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

18. Conflict of Interest.

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

19. Immigration Reform and Control Act.

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

20. Third Party Beneficiaries.

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

21. Tax Information Reporting.

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

22. Delegation of Authority.

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

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

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

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

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

2. Nondiscrimination.

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

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

3. Confidentiality.

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

4. Record keeping and reporting of services.

Parties shall:

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

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

5. State Audits.

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

6. Equipment.

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

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

7. State Department of Health Care Services Contract.

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

8. License Information.

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

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

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, SELPA shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, SELPA 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 SELPA's employees or agents who

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

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

10. Trafficking Victims Protection Act of 2000

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

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

11. Disclosure of Unusual Incidents.

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

12. Charitable Choice.

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

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

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