



Y OF HUMBOLDT

AGENDA ITEM NO.

C-23

For the meeting of: June 28, 2016

Date: May 31, 2016

To: Board of Supervisors

From: Connie Beck, Director *for*
Department of Health and Human Services

Subject: First Amendment to Agreement with Stars Behavioral Health Group for the Time Period of July 1, 2014 through August 31, 2016

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and authorizes the Chair to sign three (3) originals of the first amendment to the September 16, 2014 agreement for services with Stars Behavioral Health Group for Transition to Independence Process (TIP) Model technical assistance and training services for the period of July 1, 2014 through August 31, 2016; and
2. Directs the Clerk of the Board to return two (2) signed originals of the agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS- Children and Family Services Administration.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Scott Harris, SSAll

CAO Approval *Eushendler*

REVIEW:

Auditor *MSA*

County Counsel *Sm*

Human Resources *Kde*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-12; C-7

Meeting of: February 7, 2012; September 16, 2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 28, 2016*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

On September 16, 2014 (item C-7), the Board approved the agreement with Stars Behavioral Health Group Training Academy to provide Humboldt County with training and technical assistance in implementation of the evidence based Transition to Independence Process (TIP) Model within the Humboldt County Transition Age Youth (TAY) Division for the time period of July 1, 2014 through June 30, 2016. The TIP system is an evidence-supported model based on published studies that demonstrate improvement in real-life outcomes for youth and young adults with emotional/behavioral difficulties (EBD). This training assists DHHS and other supports to improve the engagement, progress, and outcomes for youth and young adults (16 to 26 years of age) experiencing serious risk associated with transition to adulthood functioning.

Transition Age Youth to be Impacted

Youth and young adults (16-26 years old) experiencing transition to adulthood who experience difficulties due to behavioral health challenges, and /or with history of involvement with Child Welfare Services, Juvenile Justice, public assistance, and/or youth who are runaway, homeless, or otherwise at risk of transition to adulthood difficulties which often lead to poor adult outcomes.

Basic Structure of TIP Model Training and Consultation Services for Humboldt County

The Stars Training Academy structured the primary TIP training and consultation services for Humboldt County in the following manner:

1. One county-wide cross-site forum over project years 3 and 4 that will include county-wide orientation workshops with provider personnel and stakeholders from Children & Family Services.
2. Three four-day On-Site TIP training visits to Humboldt County per year.
3. Four county-wide theme teleconferences.
4. Program evaluation using TIP Fidelity Probes.
5. Site-based Trainer Development Services.
6. Training, technical assistance, and consultation telephone support calls.

The Stars Training Academy has delivered all of the above contracted services except for the final four-day on-site training. Scheduling conflicts prevent this training from taking place before June 30, 2016. The proposed first amendment to agreement will extend the term date through August 31, 2016 to allow for the completion of the final on-site four-day training. This first amendment will not affect the current maximum payment for the agreement.

Therefore, DHHS recommends that the Board approves and authorizes the Chair to sign this first amendment to the September 16, 2014 agreement to extend the contract term through August 31, 2016.

FINANCIAL IMPACT:

The Stars Behavioral Health agreement for TIP Training and Implementation services shall not exceed \$59,262 for the period July 1, 2014 to August 31, 2016. There is no change in contract maximum for this extended service period. Expenditures related to this agreement will be funded by federal grant from Substance Abuse and Mental Health Administration (SAMHSA) for Children's System of Care implementation. Expenditures related to the extension of this agreement are included in the FY 2016-17 proposed budget for DHHS - Mental Health Children and Families budget unit 1170-497. There is no impact on the county's General Fund.

This first amendment to agreement supports the Board's Strategic Framework by helping ensure continued opportunities for improving safety and health by providing vulnerable members of the community with needed services and continuity of care.

OTHER AGENCY INVOLVEMENT:

Community partners such as Juvenile Probation, at-risk youth service providers, and organizational providers may be included in segments of training as appropriate

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this first amendment to agreement. DHHS does not recommend this alternative because the county does not have the staff to implement this program to provide these services to youth and young adults

ATTACHMENTS:

1. Copy of September 16, 2014 agreement with Stars Behavioral Health Group
2. First amendment to the September 16, 2014 Agreement with Stars Behavioral Health Group
(3 originals)



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-7

For the meeting of: September 16, 2014

Date: August 14, 2014

To: Board of Supervisors

From: Phillip R. Crandall *Balazs Lathai for Phillip R. Crandall*
Director, Department of Health and Human Services

Subject: Agreement with Stars Behavioral Health Group for the period of July 1, 2014 – June 30, 2016

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair to sign three (3) originals of the Agreement (Attachment 1) for Services with Stars Behavioral Health Group for Transition to Independence Process (TIP) Model technical assistance and training services the period of July 1, 2014 – June 30, 2016.
2. Direct the Clerk of the Board to return two (2) signed originals of the Agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS- Children and Family Services Administration.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Lisa Rix, Staff Services Analyst II

CAO Approval *Amy Rosen*

REVIEW:

Auditor *MM* County Counsel *JA* Human Resources *DF* Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-12

Meeting of: February 7, 2012

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*

Ayes *Bass, Bohn, Fennell*

Nays

Abstain

Absent *Sundberg, Lovelace*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Sept. 16, 2014*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

On February 7, 2012 the Board approved the agreement with Stars Behavioral Health Group Training Academy to provide Humboldt County with training and technical assistance in implementation of the evidence based Transition to Independence Process (TIP) Model within the Humboldt County Transition Age Youth (TAY) Division for years 2012 and 2013. The TIP system is an evidence-supported model based on published studies that demonstrate improvement in real-life outcomes for youth and young adults with emotional/behavioral difficulties (EBD). This training will assist the Department of Health and Human Services (DHHS) and other supports to improve the engagement, progress, and outcomes for youth and young adults (16-26 years old) experiencing serious risk associated with transition to adulthood functioning.

Sustainable TIP Informed Services

Stars Training Academy will:

1. Support implementation of TIP at DHHS by facilitating adoption and/or adaptation of the TIP guidelines and associated practices.
2. Assist frontline and supervisory personnel to learn TIP guidelines and associated practices.
3. Ensure sustainable TIP Informed Services by assisting Humboldt County to develop infrastructure such as internal TIP training capacity, supervision and administrative practices and policies and procedures designed to support ongoing fidelity to TIP principles and practices.

Transition Age Youth to be Impacted

Youth and young adults (16-26 years old) experiencing transition to adulthood who experience difficulties due to behavioral health challenges, and /or with history of involvement with Child Welfare Services, Juvenile Justice, public assistance, and/or youth who are runaway, homeless, or otherwise at risk of transition to adulthood difficulties which often lead to poor adult outcomes.

Basic Structure of TIP Model Training and Consultation Services for Humboldt County

The Stars Training Academy will structure the primary TIP training and consultation services for Humboldt County over a two year period in the following manner:

1. One county-wide Cross-Site Forum over Project Years 3 and 4 that will include county-wide orientation workshops with provider personnel and stakeholders from Children & Family Services.
2. Three four-day On-Site TIP training visits to Humboldt County per year.
3. Four county-wide theme teleconferences.
4. Program evaluation using TIP Fidelity Probes.
5. Site-based Trainer Development Services.
6. Training, technical assistance, and consultation telephone support calls.

The Stars Training Academy will tailor a section of one of its web sites to provide information and resources specific to the Humboldt County TIP Model Initiative. The specific features of this will be determined through discussions between National Network on Youth Transition (NNYT) for Behavioral Health / STARS Training Academy leadership and the Humboldt County DHHS leadership. STARS Behavioral Health Group is NNYT's Purveyor for the TIP Model in the West.

Therefore, DHHS recommends that the Board approve and authorize the Chair to sign this Agreement and directs the Clerk of the Board to return two signed originals to DHHS-Children and Family Services Division.

FINANCIAL IMPACT:

The Stars Behavioral Health agreement for TIP Training and Implementation services shall not exceed \$59,262 per fiscal year. Expenditures related to this agreement will be funded by a federal grant from the Substance Abuse and Mental Health Administration (SAMHSA) for Children's System of Care implementation. First year expenditures are included in the FY 2014-15 approved budget for DHHS - Mental Health Children and Families budget unit 1170-497. There is no impact on the County General Fund.

This Agreement supports the Board's Strategic Framework by helping ensure continued opportunities for improving safety and health by providing vulnerable members of the community with needed services and continuity of care.

OTHER AGENCY INVOLVEMENT:

Community partners such as Juvenile Probation, at-risk youth service providers, and organizational providers may be included in segments of training as appropriate.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this Agreement. DHHS does not recommend this alternative because the County does not have the staff to implement this program to provide these services to youth and young adults.

ATTACHMENTS:

Attachment 1: Agreement with Stars Behavioral Health Group (3 originals)

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
STARS BEHAVIORAL HEALTH GROUP
FOR FISCAL YEARS 2014-2015 and 2015-2016**

This Agreement, made and entered into this 16th day of September, 2014, at Eureka, California, by and between Humboldt County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Stars Behavioral Health Group (*a California Corporation*) hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS)-Children and Family Services desires to retain contractor to provide Transition to Independence Process (TIP) Model technical assistance and training services; and

WHEREAS, TIP training will assist the COUNTY and other supports to improve the engagement, progress, and outcomes for youth and young adults (16-26 years old) experiencing serious risk associated with transition to adulthood functioning.

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or its clients.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached hereto and incorporated by references.

3. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties

hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

4. TERM:

The term of this Agreement shall be from July 1, 2014 and shall continue through June 30, 2016, unless sooner terminated as provided herein.

5. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted;
- iv. Loss of licensure;
- v. Charges to Medi-Cal Beneficiaries other than any authorized share of cost payments;
- vi. Failure to comply with COUNTY's Utilization Review procedures;
- vii. Failure to abide by applicable Grievance and/or Quality Improvement Committee decisions;
- viii. Failure to maintain adequate levels of insurance as specified in Section 23-INSURANCE REQUIREMENTS;
- ix. Failure to comply with State or Federal law;
- x. Where termination is recommended by the Peer Review Sub-committee;
- xi. Filing of a bankruptcy petition;
- xii. Practice or Business closure; and
Improperly performed service

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:

- i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.
- ii. COUNTY may terminate this Agreement without cause upon thirty (30)

days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients and make allowance for the treatment needs of its clients.

6. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: Deputy Director of Children and Family Services
Humboldt County Department of Health & Human Services
929 Koster St
Eureka, CA 95501

CONTRACTOR: Address
Stars Behavioral Health Group- SBHG NNYT
Project Director Contact
Joseph Solomita, LCSW
Director of Clinical Training
Stars Behavioral Health Group
1501 Hughes Way, Ste 150
Long Beach, CA 90810

7. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

8. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Fifty-Nine Thousand, Two Hundred

Sixty-Two Dollars (\$59,262.00) per fiscal year. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. CONTRACTOR shall submit an invoice to DHHS-MHB within thirty (30) days after the completed training. Payment by COUNTY shall be made within thirty (30) days after receipt of the invoice. Specific payment terms and conditions are set forth in exhibit B, attached hereto and incorporated by reference.

If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

9. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

10. AUDIT AND RECORD RETENTION:

A. CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this Agreement

pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

- B. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- C. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
- D. CONTRACTOR agrees that the State Department of Health Care Services, the State Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- E. CONTRACTOR shall preserve and make available his/her records (1) for a period of seven (7) years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement or by subparagraphs (1) or (2) below.

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7)-year period, whichever is later.

F. CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10, if applicable.

G. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

11. INSPECTION RIGHTS

CONTRACTOR shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection,

examination, or copying: fiscal audits, program compliance, review of client complaints, or copying:

By COUNTY, the State Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives.

At all reasonable times at CONTRACTOR's normal place of business or at such other mutually-agreeable location in California.

In a form maintained in accordance with the general standards and COUNTY standards applicable to such book or record keeping.

For a term of at least seven (7) years from the close of the State Department of Health Care Services fiscal year in which this Agreement was in effect. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

12. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

13. MONITORING:

CONTRACTOR agrees to extend to the DHHS-Mental Health Director, the State Department of Health Care Services or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall

operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

CONTRACTOR will allow COUNTY to monitor the services provided under this Agreement and cooperate with a corrective action plan if deficiencies are identified

14. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

15. SUBCONTRACTING:

CONTRACTOR shall not subcontract services without prior written permission by COUNTY and such assignment or delegation of this Agreement shall be void. In the event that CONTRACTOR sees the need to subcontract services and COUNTY grants written permission to CONTRACTOR to proceed with such undertaking,

CONTRACTOR shall ascertain that all subcontractors possess and maintain the necessary licensing or certification. CONTRACTOR shall ensure that all subcontractors are subject to the applicable terms and conditions of this Agreement including, but not limited to, the privacy, security, and confidentiality requirements.

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to

which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

18. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations, including but not limited to the Americans with Disabilities Act.

19. VENUE AND APPLICABLE LAW:

This Agreement shall be construed in accordance with the laws of the State of California and COUNTY's contractual obligations under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

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20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

21. NONDISCRIMINATION:

- A. Consistent with the requirements of applicable federal or state law, such as but not limited to Title 42, Code of Federal Regulations, section 38.6(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. CONTRACTOR shall not discriminate against clients on the basis of health status or need for health care services, pursuant to Title 42, Code of Federal Regulations, section 438.6(d)(3).
- B. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual

orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR shall comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as it set forth in full. CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State Department of Health Care Services, setting forth the provisions of the

Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- D. CONTRACTOR shall, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. CONTRACTOR shall comply with all the provisions of and furnish all information and reports required by Section 5043 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as

amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and of the rules, regulations, and relevant orders of the Secretary of Labor, 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.

- G. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 12973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of CONTRACTOR's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further

federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- I. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to Title 9, California Code of Regulations, section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a client.

22. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

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23. INSURANCE REQUIREMENTS:

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto".
3. Workers Compensation and Employer's Liability Insurance providing worker's compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.
4. Professional liability insurance/errors and omission coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars [\$3,000,000.00] general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance notices sent to:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements**. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

(1)The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.

(2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 5. It is further understood that CONTRACTOR shall not terminate

such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees

to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

24. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

- A. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CONTRACTOR'S duties and obligations under this Agreement and any amendments hereto.
- B. COUNTY shall indemnify, defend and hold harmless CONTRACTOR and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY's duties and obligations under this Agreement and any amendments hereto.
- C. Notwithstanding paragraphs A and B, in the event that CONTRACTOR and

COUNTY are both held to be negligently or willfully responsible, CONTRACTOR and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney's fees.

- D. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.

25. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the Humboldt County Department of Health and Human Services or his designee.

26. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by COUNTY and the DHHS-Mental Health Director and CONTRACTOR.

27. DRUG FREE WORKPLACE CERTIFICATION:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government

Code Section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. CONTRACTOR's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works on the Agreement:
 - i. Will receive a copy of CONTRACTOR's drug-free policy statement, and
 - ii. Will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future State contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

28. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or

contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

29. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)

CONTRACTOR shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health

Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). Contractor agrees that it will execute a HIPAA Business Associate Agreement ("BAA") with County and the BAA will be in the form set forth in Exhibit C, HIPAA Business Associate Agreement, attached and incorporated for all purposes.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Ann Huntwell, Deputy*

APPROVED AS TO LEGAL FORM:

[Signature]
County Counsel

APPROVED AS TO INSURANCE:

Risk Manager

COUNTY OF HUMBOLDT:

[Signature]
Chair, of the Board of Supervisors

CONTRACTOR:

<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>
Name	Name
<u>President / CEO</u>	<u>ASST. CFO</u>
Title	Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

Exhibit A
Scope of Services
Stars Behavioral Health Group
For Fiscal Years 2014-2015 and 2015-2016

Stars Behavioral Health Group, Inc., a California Corporation, also known as Stars Behavioral Health Group-National Network on Youth Transition (NNYT) Academy and Stars Training Academy, hereinafter referred to collectively as "CONTRACTOR," agrees to provide COUNTY with assistance in building and sustaining its capacity for Transition to Independence (TIP) Model Training and Implementation- Year Three and Four activities within COUNTY'S DHHS-Children and Family Services – Transition Age Youth (TAY) Division.

Transition to Independence Process (TIP) Model

The TIP system is an evidence-supported model based on published studies that demonstrate improvement in real-life outcomes for youth and young adults with emotional/behavioral difficulties (EBD). These outcomes have been demonstrated at sites where personnel have undergone competency-based training that is conducted at the community site and through teleconference supports provided by Certified TIP Model Trainers/Consultants.

The TIP model training materials are designed for personnel serving transition-age youth and young adults (16-26 years old) and their families.

CONTRACTOR'S proposed training and consultation activities schedule for CONTRACTOR'S proposed on-site visits is attached hereto to Exhibit A, as Attachment 1.

TIP Model Training and Consultation Services - for Years Three and Four

CONTRACTOR will provide the proposed TIP training and consultation services for COUNTY'S TAY Division for Fiscal Years 2014-2015 and 2015-2016 as follows:

1. CONTRACTOR will provide two (2) certified TIP Model Trainers/Consultants for each scheduled TIP Training on-site visit to COUNTY.
2. CONTRACTOR will provide three (3) scheduled on-site TIP Training and Consultation Visits, that are each 4-days in duration, to develop two to four TIP Site-Based Trainers from COUNTY'S TAY Division program staff.
 - a. During each scheduled site visit, CONTRACTOR'S certified TIP Model Trainers/Consultants will mentor COUNTY'S Site-Based Trainer candidates;
 - i. COUNTY'S Site-Based Trainer candidates will observe TIP Model Consultants present the TIP model, and Site-Based Trainers candidates will participate in training events with selected agency personnel who

have not previously been trained on the targeted TIP model topics.

- b. CONTRACTOR'S certified TIP Model Trainers/Consultants will guide, observe, and mentor COUNTY'S Site-Based Trainers candidates in conducting TIP model training sessions to demonstrate Site-Based Trainers candidates'
 - i. mastery of the TIP model principles and practices; and
 - ii. ability to conduct training with agency personnel (training methods including power point presentations, demonstrations, and behavioral rehearsal).

- c. CONTRACTOR'S certified TIP Model Trainers/Consultants will also mentor COUNTY'S Site-Based Trainer candidates via teleconference to prepare them for CONTRACTOR'S scheduled on-site visits and to de-brief during or following each of the on-site visits.
 - i. CONTRACTOR'S mentoring process may include review and feedback of video training events that Site-Based Trainers candidates conduct, and
 - ii. additional teleconference mentoring (e.g., TIP Solutions Review sessions that a Site-Based Trainer candidate is listening in on to guide a team supervisor in the application of this process [formerly known as Case-Based Review]).

CONTRACTOR cannot guarantee that the Site Based Trainer Candidates will be certified at the close of this contract period since becoming a Certified TIP Model Site-Based Trainer is competency based – both in the TIP model and in being an engaging and effective trainer.

- 3. CONTRACTOR will provide training, mentoring, and coaching to COUNTY'S Children and Family Services - TAY Division staff regarding blending Wraparound and TIP Implementation.
- 4. CONTRACTOR will conduct a TIP Fidelity Assessment and, if requested, will provide a complete TIP Site Certification Review from the National Network on Youth Transition (NNYT) Assessor.
- 5. CONTRACTOR'S certified TIP Model Trainers/Consultants SBHG will conduct Guided Implementation Action Planning based on the National Implementation Research Network (NIRN) Implementation Drivers for successful implementation of Evidenced-Based and Evidenced-Supported Practices.

6. CONTRACTOR'S certified TIP Model Trainers/Consultants will:
 - a. Conduct TIP Fidelity Measures, including:
 - i. a youth focus group,
 - ii. the organizational survey, and
 - iii. interviews with transition facilitators
 - b. Develop a Humboldt County plan for using fidelity measures regularly per
 - i. NIRN Driver #4 Staff Evaluation,
 - ii. NIRN Driver #5 Program Evaluation
 - c. Ensure sustainable TIP implementation of Year Three activities through the training and mentoring of Humboldt-based TIP Implementation Site Based Trainers.
 - d. Implement TIP-integrated documentation for mental health staff billing MediCal based on pre-set expectation for the level of implementation per:
 - i. NIRN Driver #6 Facilitative and Administrative Supports
 - e. Incorporate in-field coaching and consultation internally in Humboldt County and with Training Academy Consultants per:
 - i. NIRN Driver #2 Training
 - f. Reinforce application of TIP Core Practices through booster trainings/workshops presented by Humboldt County TIP Site-Based Trainers as they work toward Certification per:
 - i. NIRN Driver #3 Coaching and Consultation
 - g. Continue development of SBTs currently working toward certification per:
 - i. NIRN Driver #2 Training, and
 - ii. NIRN Driver #3 Coaching and Consultation
 - h. Consider expansion of training collaborative to support sustainability-include programs working with transition-aged youth and/or connected to COUNTY's TAY Division, per:
 - i. NIRN Driver #3 Coaching and Consultation, and
 - ii. NIRN Driver #7 System Level Partnerships

- i. Implement TIP Supervisory Model guidelines for group and individual supervision per:
 - i. NIRN Driver #7 System Level Partnerships,
 - ii. NIRN Driver #4 Staff Evaluation, and
 - iii. NIRN Driver #6 Facilitative and Administrative Supports

COUNTY'S RESPONSIBILITIES:

1. COUNTY agrees its selected Children and Family Services – TAY Division TIP Site Based Trainer Candidates:
 - a. Should prepare in advance for CONTRACTOR'S on-site visits by studying the training materials;
 - b. Should cooperate with CONTRACTOR'S certified TIP Trainers'/Consultants' requests and positive/corrective feedback;
 - c. Should provide video segments of sessions on TIP model practices for CONTRACTOR'S certified TIP Trainers/Consultants review; and
 - d. Participate in the TIP training with a good faith effort to become Site-Based Trainers.

Attachment 1 to Exhibit A

Contractor's Proposed Schedule for TIP Training, Implementation Consultation and TIP Site-Based Trainer Personnel Training- Year Three and Four Activities For Fiscal Years 2014-2015 and 2015-2016

- Following the first 4-Day Training visit to up to 12 monthly Teleconference Technical Assistance Sessions will be provided (4 teleconferences in the three months between the first 4-Day TIP Training and the second 2-Day Site Visit and 4 following the second Training visit). The TIP Teleconferences will be designed by the Humboldt County DHHS-Children and Family Services, TAY Division program leadership at the transition site in concert with the CONTRACTOR'S certified TIP Trainers/Consultants for this site – and will include the following topics and approaches;
- Guidance, Coaching and Support of Site-Based Trainers utilizing telephonic and videoconference individual and group consultation, videotape review, TIP Training materials discussion and training feedback.
- Training Materials will be provided to Humboldt County' Child and Youth Community Support Program electronically prior to the start of each training. Humboldt County DHHS-Children and Family Services, TAY Division program is allowed to duplicate these materials for use within the organization as a means to incorporate the TIP model.
- Planning for the training will take place prior to the site visit via teleconference.

TIP Training On-Site Visit # 1
Per Fiscal Year

	Day 1	Day 2	Day 3	Day 4
MORNING	Introduction to TIP Overview Training for Humboldt County Designated Personnel and Community Stakeholders	With TIP Site-Based Trainers, Co-Present TIP Competencies Training for Humboldt County Designated Personnel	Blending TIP and Wraparound In Humboldt County	TIP Fidelity Assessment Training

AFTERNOON	Meet with TIP Site-Based Trainers: Provide TIP Training Materials, Coaching and Support	With TIP Site-Based Trainers, Co-Present TIP Competencies Training for Humboldt County Designated Personnel	Blending TIP and Wraparound In Humboldt County	TIP Fidelity Assessment Training
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Table 2: TIP Training On-Site Visit # 2
Per Fiscal Year

	Day 1	Day 2	Day 3	Day 4
MORNING	With TIP Site-Based Trainers, Co-Present TIP Competencies as a TIP Refresher for new Employees and other Designated Humboldt County's TAY Program Personnel	With TIP Site-Based Trainers, Co-Present TIP Competencies Training for Designated Humboldt County's TAY Program Personnel	Training on System-Level application of NIRN Implementation Drivers	Blending TIP and Wraparound In Humboldt County
AFTERNOON	With TIP Site-Based Trainers, Co-Present TIP Competencies Training Designated Humboldt County's TAY Program Personnel	Meet with TIP Site-Based Trainers: Provide Feedback Training and Certification Review	Training and Mentoring of Humboldt County-based TIP Implementation Driver	Strategic Planning- Blending TIP and Wraparound In Humboldt County

Table 3: TIP Training Visit # 3
Per Fiscal Year

	Day 1	Day 2	Day 3	Day 4
MORNING	Meet with TIP Site-Based Trainers: Provide TIP Training Materials, Coaching and Support	With TIP Site-Based Trainers, Co-Present Advanced TIP Competencies to Designated Humboldt County's TAY Program Personnel	Blending TIP and Wraparound In Humboldt County	Training on System-Level application of NIRN Implementation Drivers
AFTERNOON	With TIP Site-Based Trainers, Co-Present Advanced TIP Competencies to Designated Humboldt County's TAY Program Personnel	Meet with TIP Site-Based Trainers: Provide Feedback Training and Certification Review	Blending TIP and Wraparound In Humboldt County	Training and Mentoring of Humboldt County-based TIP Implementation Driver

Four (4) Teleconference Technical Assistance Sessions per Training/On-site Visit

Exhibit B

Payment Agreement Stars Behavioral Health

Fiscal Year 2014-2015

- COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Fifty Nine Thousand, Two Hundred Sixty-Two Dollars (\$59,262.00).
- All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR.
- If State, Federal or County funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.
- CONTRACTOR will invoice COUNTY within thirty (30) days of each completed training date.
- CONTRACTOR'S itemized invoice for services performed and costs is due within thirty (30) days after completion of each training and shall be submitted to:

Humboldt County Department of Health and Human Services
Attention: Mental Health Financial Services
507 F Street
Eureka, CA 95501

- COUNTY will pay CONTRACTOR within thirty (30) days after receipt of invoice and make payment to:

Stars Behavioral Health Group, Inc.
NOCAL
P.O. Box 742325
Los Angeles, CA 90074-2325

Contractor's Budget for Services for Fiscal Year 2014-2015:

Site Visit 1:

Consultant: C Hunstman

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities \$ 2,000
Travel Costs Consultant \$ 1,500

Consultant: J Solomita

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities \$ 1,000
Travel Costs Consultant \$ 1,500

4 Teleconference Technical Assistance Sessions \$ 1,000

Subtotal of Direct Costs for Site Visit # 1 + 4 Teleconferences \$ 16,600

Indirect Cost rate of 19% \$ 3,154

Total for Site Visit # 1 **\$ 19,754**

Site Visit 2:

Consultant: C Hunstman

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities \$ 2,000
Travel Costs Consultant \$ 1,500

Consultant: J Solomita

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities \$ 1,000
Travel Costs Consultant \$ 1,500

4 Teleconference Technical Assistance Sessions \$ 1,000

Subtotal of Direct Costs for Site Visit # 1 + 4 Teleconferences \$ 16,600

Indirect Cost rate of 19% \$ 3,154

Total for Site Visit # 2 **\$ 19,754**

Site Visit 3:

Consultant: C Hunstman

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities \$ 2,000
Travel Costs Consultant..... \$ 1,500

Consultant: J Solomita

Training: 4 days x \$1,200 \$ 4,800
Preparation, travel time, & follow-up activities..... \$ 1,000
Travel Costs Consultant..... \$ 1,500

4 Teleconference Technical Assistance Sessions \$ 1,000

Subtotal of Direct Costs for Site Visit # 1 + 4 Teleconferences \$ 16,600

Indirect Cost rate of 19% \$ 3,154

Total for Site Visit # 3 **\$19,754**

Cumulative Total for the 3 Site Visits + 12 Teleconferences **\$59,262**

EXHIBIT C

COUNTY OF HUMBOLDT

A. HIPAA BUSINESS ASSOCIATE AGREEMENT

Recitals:

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

The parties agree as follows:

I. **Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) 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, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
 - l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
 - m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS

ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and

HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b);

45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit,

compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. **Termination**

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**FIRST AMENDMENT
AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
STARS BEHAVIORAL HEALTH GROUP
FOR FISCAL YEARS 2014-2015 THROUGH 2016-2017**

This First Amendment to the technical assistance and training services Agreement dated September 16, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Stars Behavioral Health Group, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 28th day of June, 2016.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Children & Family Services Mental Health, desired to retain a qualified professional to provide technical assistance and training services regarding the Transition to Independence Process Model in order to allow COUNTY and other supports to improve the engagement, progress and outcomes for youth and young adults experiencing serious risk associated with transition to adulthood; and

WHEREAS, on September 16, 2014, COUNTY and CONTRACTOR entered into an Agreement regarding the provision of such technical assistance and training services ("Technical Assistance and Training Agreement"); and

WHEREAS, the parties now desire to amend certain provisions of the Technical Assistance and Training Agreement to extend the term thereof through August 31, 2016.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – TERM is hereby amended to read as follows:

The term of this Agreement shall begin on July 1, 2014 and shall remain in full force and effect until August 31, 2016, unless sooner terminated as provided herein.

2. Except as modified herein, the Technical Assistance and Training Agreement dated September 16, 2014 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Technical Assistance and Training Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

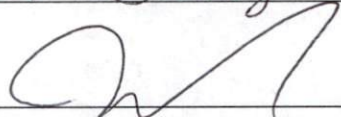
STARS BEHAVIORAL HEALTH GROUP:

By: 

Date: 5/18/16

Name: President & CEO

Title: Kent Dunlap

By: 

Date: 5/18/16

Name: Joseph Solomita

Title: Managing Director Stars Training Academy


COUNTY OF HUMBOLDT:

By: 

Date: 6/28/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 6/10/16