

1 **CONTRACT NUMBER:** _____
2 **DEPARTMENT:** Mental Health
3 **COMPANY:** United Way of Merced County
4 **TYPE OF AGREEMENT:** Special Services
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6 **THIS AGREEMENT**, is made and entered into by and between the County of Merced, a political
7 subdivision of the State of California, (hereinafter referred to as "COUNTY"), and United Way of Merced
8 County, (hereinafter referred to as "CONTRACTOR").

9 **WHEREAS**, COUNTY has need for a qualified consultant to plan and implement a project to
10 reduce underage and excessive drinking among youth and young adults; and

11 **WHEREAS**, COUNTY has received grant funding from the State of California, Department of
12 Health Care Services for the Strategic Prevention Framework State Incentive Grant (SPF SIG) to plan
13 and implement a project to reduce underage and excessive drinking among youth and young adults; and

14 **WHEREAS**, COUNTY wishes to contract with CONTRACTOR for special services, which consist
15 of SPF SIG project planning and implementation; and

16 **WHEREAS**, CONTRACTOR is specially trained, experienced, and competent to perform services
17 in connection with SPF SIG project planning and implementation; and

18 **WHEREAS**, the parties desire to set forth herein the terms and conditions under which said
19 services shall be furnished.

20 **NOW THEREFORE**, in consideration of their mutual covenants and conditions, the parties hereto
21 agree as follows:

22 **1. SCOPE OF SERVICES**

23 CONTRACTOR shall provide project implementation services in accordance with the terms and
24 conditions stated herein, and any specifically referenced attachments hereto. CONTRACTOR shall
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1 provide services to plan and implement a project to reduce underage and excessive drinking among
2 youth and young adults, including, but not be limited to:

3 A. CONTRACTOR shall provide Strategic Prevention Framework State Incentive Grant (SPF SIG)
4 project implementation in accordance with the following goal:

- 5 1. Reduce underage and or excessive drinking among youth and young adults ages 12 to
6 25 years old

7 B. CONTRACTOR shall designate a "Project Coordinator" to act as a liaison between both COUNTY
8 Department of Mental Health and the Prevention Research Center (PRC).

9 C. CONTRACTOR shall follow the Strategic Prevention Framework to produce their proposed
10 prevention projects. The Strategic Prevention Framework includes the following five steps:

11 1. Assessment

12 CONTRACTOR will collect information related to:

- 13 a. Population needs, including levels of substance abuse and related problems.
14 b. Available resources to support prevention efforts.
15 c. Community readiness to address identified prevention problems or needs.

16 Based on their assessment of need, resources, and readiness, CONTRACTOR will
17 identify one or more prevention priorities on which to focus their prevention efforts.

18 2. Capacity Building

19 CONTRACTOR will analyze the effectiveness and appropriateness of each strategy
20 chosen and also consider sustainability of each intervention by utilizing the following key
21 components of the capacity building module:

- 22 a. Increasing the availability of fiscal, human, organizational and other resources
23 b. Raising awareness of underage and excessive drinking and the readiness of any
24 stakeholder to address such issues
25 c. Strengthen existing partnerships and or identify new opportunities for
collaborations

- d. Developing the prevention workforce, including key stakeholders wanting to address the issue of underage and or excessive drinking.

3. Planning

CONTRACTOR will create logic models linking their strategies to intended outcomes and how the outcomes will be measured. CONTRACTOR will develop a work-plan and project timeline.

4. Implementation

CONTRACTOR will identify and implement appropriate strategies, projects, and practices for decreasing underage and excessive drinking among those that are 12-25 years of age in the City of Merced in conjunction with COUNTY'S SPF SIG Project Director.

Prevention efforts should be implemented in 2013 and carryover for the remainder of the contract period.

5. Evaluation

Contractor shall use measures outlined in their logic models, as developed during the Planning process, to evaluate the effectiveness of their identified prevention efforts at a minimum of each calendar year, and preferably on an ongoing basis.

D. CONTRACTOR'S services may include, but are not limited to, the following strategies and services:

1. Reduce Retail Availability of Alcohol by Minors
 - a. Decoy Buy Operations
 - b. Reward and Remind Program
2. Reducing Social Availability of Alcohol by Minors
 - a. Nuisance Party Patrols
 - b. Social Host Ordinance
3. Establishing Effective Retail Serving Practices for those that Serve Alcohol
 - a. Responsible Beverage Server Training
 - b. Responsible Beverage Service Enforcement
 - c. Conditional Use Permits
 - d. Deemed Approved Ordinance

4. Reducing Drinking and Driving

a. Roadside Driving Under the Influence Check Points

b. Driving Under the Influence Saturation Patrols

E. CONTRACTOR must provide their identified strategies and services in the City of Merced and for the residents thereof. Services may be provided for any persons in the City of Merced, but the intended outcome of such services must be to reduce underage or excessive drinking among residents between the ages of 12 and 25 years old in the City of Merced.

F. CONTRACTOR'S identified SPF SIG Project Coordinator or assigned designee will participate in learning communities, including but not limited to, conference calls, State SPF SIG Meetings, and other meetings or trainings directly related to the Strategic Prevention Framework State Incentive Grant (SPF SIG).

G. CONTRACTOR will report on the following activities according to the following timetable:

PROGRAMMATIC	
The program development, implementation, and evaluation requirements and activities will follow the Strategic Prevention Framework process.	
Activity	Time Frames
Engage key stakeholders to plan & implement sustainable prevention activities such as: convening leaders and stakeholders; organizing agency networks; leveraging resources; and engaging stakeholders to help sustain the activities.	Ongoing
Comply with site visits as deemed necessary and scheduled by the State of California for the purpose of programmatic and/or fiscal compliance related to grant funding for this project.	Ongoing Scheduled by State of California
REPORTING	
Activity	Time Frames
Report project progress to Merced County Department of Mental Health with a copy to the Prevention Research Center, using Technical Assistance from Prevention Research Center as needed. Each quarterly report must include the following: a comparison of the actual accomplishments to the goals and objectives established for the period; the reasons for any variance if objectives were not met and the plans to address the variance; a fiscal report of the expended funds during the report period; and additional pertinent information when applicable or necessary.	Quarterly- 15 days after the end of each quarter

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof:

Exhibit A - Budget Detail

CONTRACTOR, through this agreement with COUNTY, is a subcontracted recipient of grant funds from the State of California, Department of Health Care Services. COUNTY and CONTRACTOR are both subject to comply with the terms and conditions of State Agreement No. 15-92169, which is on file with the COUNTY Mental Health Department and available to all contracting parties. Any conflict between the terms and conditions of this agreement and the State Agreement referenced above are to be read so that the more legally stringent terms and obligation(s) required of the CONTRACTOR shall control and be given effect.

2. TERM

The term of this Agreement shall commence on the 29th day of September, 2015 and continue until the 31st day of May, 2016, unless sooner terminated in accordance with Sections 7, 8 and 9, as specified elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONTRACTOR a total contract price not to exceed TWENTY NINE THOUSAND, SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$29,720) for all of CONTRACTOR's services to be provided herein, as are more specifically set forth in Section 1, "SCOPE OF SERVICES" and in Exhibit A, "Budget Detail" attached hereto. The total contract price shall include but is not limited to CONTRACTOR's time on-site, preparation time associated with this Agreement, and all travel expenses associated with services. In no event shall the total services to be provided hereunder exceed the total contract price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name: United Way of Merced County
Address: 658 West Main Street
City/State/Zip: Merced, CA 95340

1 CONTRACTOR may request the COUNTY to mail the check to CONTRACTOR, to such other
2 address as CONTRACTOR may from time to time designate to COUNTY. Such request must be made in
3 writing in accordance with the procedures as outlined under Section, "NOTICES".

4 CONTRACTOR shall hold harmless the State of California and beneficiaries in the event
5 COUNTY can not or will not pay for covered services rendered by CONTRACTOR pursuant to the terms
6 of this Agreement.

7 **4. TERMS OF PAYMENT**

8 Payment shall be only for full and complete satisfactory performance of the services required to
9 be provided herein and as set forth in Section, "SCOPE OF SERVICES". Payment shall be made in the
10 following manner:

11 CONTRACTOR shall submit bi-weekly-itemized invoices, or alternate documentation as deemed
12 appropriate in advance by COUNTY, for services it has provided and for the amount owed under this
13 Agreement. In addition to the invoices submitted by the CONTRACTOR for payment, CONTRACTOR
14 must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number
15 and Certification." Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY
16 address indicated under Section "NOTICES" of this Agreement.

17 Each invoice or approved alternate documentation must:

- 18 a. Detail the services performed by CONTRACTOR.
- 19 b. Detail the personnel cost (number of hours x hourly rate).
- 20 c. Detail program oversight costs and subcontractor costs.
- 21 d. Show the cumulative cost of services and date provided.
- 22 e. Provide any additional information and data requested by COUNTY or by auditors and
23 supervisors of the State of California as deemed necessary to properly evaluate or
24 process CONTRACTOR's claim.

25 Upon approval of invoice by COUNTY, COUNTY shall make best effort to pay the fee due
hereunder to CONTRACTOR within fifteen (15) days following approval of proper invoice.

1 **5. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF**
2 **AGREEMENT**

3 CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever, for
4 any services provided by CONTRACTOR, which were provided after the expiration or termination of this
5 Agreement or after termination of funding as provided in Exhibit B.

6 **6. NOTICES**

7 All notices, requests, demands or other communications under this Agreement shall be in writing.
8 Notice shall be sufficiently given for all purposes as follows:

- 9 A. Personal Delivery. When personally delivered to the recipient, notice is effective upon
10 delivery.
11 B. First Class Mail. When mailed first class to the last address of the recipient known to the
12 party giving notice, notice is effective three mail delivery days after deposit in a United
13 States Postal Service office or mailbox.
14 C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective
15 upon receipt, if delivery is confirmed by return receipt.
16 D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or
17 charged to the sender's account, notice is effective on delivery, if delivery is confirmed by
18 the delivery service.
19 E. Electronic Transmission. When sent by facsimile transmission or by internet connection
20 to the last noticed facsimile or internet location provided by the recipient to the party
21 giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice
22 is promptly given by first class mail or certified mail or by overnight delivery to the
23 receiving party. Any notice given by electronic transmission shall be deemed received on
24 the next business day if received after 5:00 P.M. (recipient's time) or on a non-business
25 day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or
omission of the party to be notified shall be deemed effective as of the first date that the notice was
refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery
service.

1 Information for notice to the parties to this Agreement at the time of endorsement of this
2 Agreement is as follows:

3 COUNTY	CONTRACTOR
4 Merced County	United Way of Merced County
5 Mental Health Department	658 West Main Street
6 P.O. Box 2087	Merced, CA 95340
7 Merced, CA 95344	(209) 383-4242
8 (209) 381-6813	FAX (209) 383-4254
9 FAX (209) 725-8628	

10 Any party may change its address or electronic addresses by giving the other party notice of the
11 change in any manner permitted by this Agreement.

12 **7. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

13 The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S
14 continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local,
15 county, state and/or federal funding for this purpose. The parties acknowledge that the nature of
16 government finance is unpredictable, and that the rights and obligations set forth in this Agreement are
17 therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that
18 funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations
19 of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform
20 CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment,
21 that funding will be terminated and the final date for which funding will be available. Under these
22 circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising
23 out of performance of this Agreement must be submitted to COUNTY prior to the final date for which
24 funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance,
25 to a suspension or modification of either party's rights and obligations under this Agreement. Such a
modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event
funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in
the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by
any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the
CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash
funding becomes available.

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8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by county at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

9. TERMINATION FOR CAUSE

The COUNTY may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the county provided by law.

10. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. **INSURANCE**

1 A. Prior to commencement of work, CONTRACTOR shall purchase and maintain the following
2 type of insurance for minimum limits indicated during the term of this Agreement and provide
3 a Certificate of Endorsement from CONTRACTOR's Insurance Carrier guaranteeing such
4 primary coverage to the COUNTY. Such Certificate shall be mailed directly to the County
5 department as referenced under Section, "NOTICES".

6 1. Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 annual
7 aggregate covering bodily injury, personal injury and property damage. The COUNTY
8 and its officers, employees and agents shall be endorsed to above policies as
9 additional insured for using ISO form CG2026 or an alternate form that is at least as
10 broad as form CG2026, as to any liability arising from the performance of this
11 Agreement.

12 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage,
13 or split limits of \$500,000 per person /\$1,000,000 per accident for bodily injury and
14 \$250,000 per accident for property damage.

15 3. Workers Compensation: Statutory coverage, if and as required according to the
16 California Labor Code, including Employers' Liability limits of \$1,000,000 per
17 accident. The policy shall be endorsed to waive the insurer's subrogation rights
18 against the COUNTY.

19 B. Insurance Conditions

20 1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or
21 higher. Lower rated, or approved but not admitted insurers, or insurance pooling
22 agreements may be accepted if prior approval is given by the County's Risk
23 Manager.

24 2. Each of the above required policies shall be endorsed to provide COUNTY with 30
25 days prior written notice of cancellation. COUNTY is not liable for the payment of
premiums or assessments on the policy. No cancellation provisions in the insurance
policy shall be construed in derogation of the continuing duty of CONTRACTOR to
furnish insurance during the term of this Agreement.

13. **INDEMNIFICATION**

1 CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold
2 harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against
3 any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees
4 and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the
5 performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be
6 limited to, claims for bodily injury, property damage, personal injury, and contractual damages or
7 otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and
8 officers of CONTRACTOR.

9 CONTRACTOR's liability for indemnity under this Agreement shall apply, regardless of fault, to
10 any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the
11 CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or
12 claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the
13 willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against
14 COUNTY. CONTRACTOR will on request and at its expense, defend any action suit or proceeding
15 arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted
16 by law.

14. **INDEPENDENT CONTRACTOR**

17 It is mutually understood and agreed that CONTRACTOR is an independent contractor in the
18 performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement.
19 COUNTY shall neither have, nor exercise any control or direction over the methods by which
20 CONTRACTOR shall perform professional work and functions. The sole interest and responsibility of the
21 COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a
22 competent, efficient and satisfactory manner.

23 It is mutually understood and agreed that no employer-employee relationship is created and
24 CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and
25 payment of any federal, state or local taxes, contributions or premiums imposed or required by workers'
compensation, unemployment insurance, social security, income tax, other statutes or codes applying to
CONTRACTOR, or its sub-contractors and employees, if any.

1 It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if
2 any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick
3 leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness,
4 or loss of life or income, by whatever cause.

5 CONTRACTOR shall insure that all its personnel and employees, its sub-contractors and their
6 employees, used to perform the contracted services are aware and expressly agree that COUNTY is not
7 responsible for any benefits, coverage or payment for their efforts.

8 **15. RECORDS, INFORMATION AND REPORTS**

9 CONTRACTOR shall maintain full and accurate records with respect to all matters covered under
10 this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or
11 until the expiration of four (4) years after the furnishing of services to such records, and the right to
12 examine and audit the same and to make transcripts therefrom, and to inspect all data, documents,
13 proceedings, and activities pertaining to this Agreement. DHCS or any duly authorized representative,
14 shall also have access to examine or audit any pertinent books, documents, papers and records related
15 to this subcontract and to allow interviews of any employees who might reasonably have information
16 related to such records. CONTRACTOR shall maintain the records for at least four years. Thereafter,
17 CONTRACTOR shall provide COUNTY the opportunity to take possession as owner whenever
18 CONTRACTOR no longer intends to be custodian of the records.

19 To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as
20 COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The
21 costs and obligations incurred or to be incurred in connection therewith shall be borne by the
22 CONTRACTOR.

23 **16. CONFIDENTIALITY**

24 CONTRACTOR shall comply with applicable laws and regulations, including but not limited to
25 California W & I Code Section 5328; 42 C.F.R. Part 2 and Parts 45 C.F.R. Parts 160 and 164, and to the
HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information.
CONTRACTOR shall not use identifying information for any purpose other than carrying out the
COUNTY's obligation under this contract.

1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or
2 authorized by the client/consumer, any such identifying information to anyone other than the County or
3 State without prior written authorization from the County or State in accordance with State and Federal
4 laws.

5 For the purposes of the above paragraphs, identifying information will include, but not be limited
6 to: name, identifying number, symbol, or other identifying particular assigned the individual.

7 CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or
8 authorized by the client/patient, any such identifying information to anyone other than the State without
9 prior written authorization from the State in accordance with State and Federal laws.

10 The CONTRACTOR agrees to comply with the provisions of Public Law 104-191, known as The
11 Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Business Associate
12 Addendum, attached to this Agreement and incorporated by this reference as if fully set forth herein. Any
13 conflict between the terms and conditions of this Agreement and the Business Associate Addendum
14 incorporated are to be read so that the more legally stringent terms and obligation(s) of the
15 CONTRACTOR shall control and be given effect.

16 **17. COMPLIANCE AND INTEGRATED ETHICS**

17 Merced County Department of Mental Health is committed to adhere to its adopted code of ethics
18 to ensure that the Department's business is conducted in an ethical and professional manner; and is
19 consistent with the Departments mission statement: "To provide effective, accessible, and culturally
20 competent Mental Health and Alcohol & Drug Services in order to enhance the health, welfare, and
21 quality of life in Merced County."

22 The Merced County Mental Health Department's Compliance and Integrated Ethics Plan (CIEP)
23 is necessary to ensure compliance with federal, state, and local laws, rules, and regulations regarding
24 professional conduct and to ensure that the conduct of employees reflects the principles of the
25 Department to treat consumers, the general public, and other employees with integrity, honesty, courtesy,
26 fairness, and respect.

27 CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR.
28 These standards shall include compliance with state and federal regulations for safeguarding client
29 information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

1 CONTRACTOR agrees to establish written policies and procedures that ensure organizational and
2 individual compliance.

3 COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and
4 procedures.

5 **18. CULTURAL COMPETENCY**

6 "Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies
7 in a system, agency or among those persons providing services that enables that system, agency, or
8 those persons providing services to work effectively in cross-cultural situations. CONTRACTOR shall use
9 professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those
being seen in the system, will work effectively in a cross cultural environment.

10 **19. OWNERSHIP OF DOCUMENTS**

11 To the extent permitted by law, all reports, documents, or other work products developed by
12 CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to
13 COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished
14 or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent
15 permitted by law, shall become the property of the COUNTY. CONTRACTOR may retain copies thereof
16 for its files and internal use. COUNTY must approve in writing any publication of the information directly
17 derived from work performed or data obtained in connection with services rendered under this
18 Agreement. COUNTY recognizes that all reports and other work products are instruments of
CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

19 **20. QUALITY OF SERVICE**

20 CONTRACTOR shall perform its services with care, skill and diligence, in accordance with the
21 applicable professional standards currently recognized by such profession, and shall be responsible for
22 the professional quality, accuracy, completeness, and coordination of all reports, information and other
items and services furnished under this Agreement.

23 CONTRACTOR shall, without additional compensation, correct or revise any errors or
24 deficiencies immediately upon discovery in its reports and other related items or services.

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26. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

27. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

28. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR, including CONTRACTOR as an individual, who, because of convictions or because of current or past failures to comply with federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire, use or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services

Administration's Excluded Parties Listing System (42 USC 1320). Failure to comply shall lead to contract termination.

29. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by COUNTY and counsel for COUNTY. The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

30. BREACH OF CONTRACT

Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies, available to it both in equity and/or at law.

31. REMEDY FOR BREACH AND RIGHT OF CURE

Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

32. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

33. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

1 CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or
2 subcontractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in
3 a position that enables them to influence this Agreement will have any direct or indirect financial interest
4 resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any
5 relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such
6 person will be employed by CONTRACTOR in the performance of this Agreement without immediate
divulgence or such fact to the COUNTY.

7 **34. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

8 CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local
9 Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, deny family care
10 leave, harass, or allow harassment against any employee, applicant for employment, employee or agent
11 of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement,
12 because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic
13 group identification, gender, sexual orientation, age (over 40), medical condition (including HIV and
14 AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of
15 its employees and applicants for employment, the treatment of COUNTY employees and agents, and
16 recipients of services are free from such discrimination and harassment.

17 CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply
18 with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and
19 Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment
20 pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

21 CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective
22 enforcement of all applicable antidiscrimination laws and this provision.

23 CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this
24 Agreement.

25 **35. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and
reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way
affect it.

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36. SUBCONTRACTS - ASSIGNMENT

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

37. SEVERABILITY

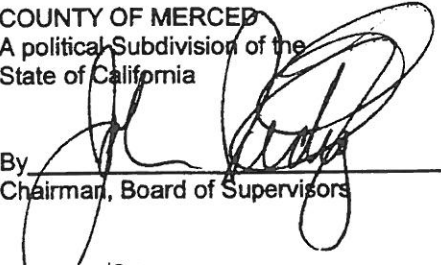
If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONTRACTOR from the COUNTY, however, may be adjusted in proportion to the benefit received despite the removal of the effected provision.

38. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

[Signature page follows]

COUNTY OF MERCED
A political Subdivision of the
State of California

By 
Chairman, Board of Supervisors

Date **OCT 20 2015**

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

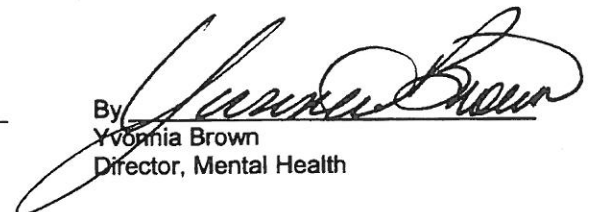
By 
Deputy **Forrest W. Hansen**

41519-21810

UNITED WAY OF MERCED COUNTY

By 
Carol Bowman, Executive Director

RECOMMENDED FOR APPROVAL:
MERCED COUNTY MENTAL HEALTH

By 
Yvonnia Brown
Director, Mental Health

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms that are used in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

- a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "E PHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.
- b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/E PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/E PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited by this Addendum, Business Associate may access PHI/E PHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals..

2. Safeguard of PHI/E PHI:

- a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/E PHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.
- b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of E PHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

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3. Unauthorized Use or Disclosure of PHI/EPHI:

Business Associate shall report to the County health care component any use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/EPHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

- a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.
- b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

- a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
- b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.
- c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

1 13. Material Breach and Termination:

2 Notwithstanding any other provision in the parties contractual Agreement hereunder, and this
3 Addendum, if the County health care component becomes aware of a pattern of activity(s)
4 that violates this Addendum, the Privacy Rule or the Security Rule by the Business
5 Associate, its employees, agents or subcontractors, and reasonable steps to cure the
6 violation(s) within thirty (30) days from the mailing of the written notice by the County to cure
7 the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this
8 Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human
9 Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or
10 stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any
11 Business Associate employees, agents or subcontractors, or by any third party who has
12 received PHI/EPHI from the Business Associate.

13 14. Indemnification and Hold Harmless:

14 Business Associate shall defend, indemnify and hold harmless the County and its respective
15 employees and agents from and against any and all losses, costs, claims, damages,
16 penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but
17 not limited to reasonable attorney's fees, asserted or imposed against the County, or its
18 employees or agents, arising out of the acts or omissions of Business Associate or any of its
19 employees, agents or subcontractors related to the performance or non performance of this
20 Addendum and compliance with the Privacy Rule and Security Rule.

21 15. Interpretation:

22 Any ambiguity in this Addendum shall be resolved to permit the County to comply with the
23 Privacy Rule and Security Rule. There shall be no legal construction of this Addendum, its
24 provisions or language against its drafter. If any provision of this Addendum is deemed by
25 the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining
provisions and the parties intent under this Addendum are to be given full legal effect so as to
further the protections of the private medical information under the Privacy Rule and Security
Rule.

16 16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all
17 Business Associate agreements and all Personal Health Information transfers, handling,
18 storage and protection. Specific requirements for notification and for publication concerning
19 improperly released information are in effect as of February 17, 2010. A business associate
20 receiving any personal health information now has specific responsibilities for correct
21 handling and for notice of any breach of security concerning personal health information.

22 Business Associate is responsible for compliance with the provisions of the HITECH Act
23 which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes
24 sections 17921 through 17953. Business Associate is now subject to the confidentiality
25 requirements imposed upon covered entities and shall be responsible for the safe and secure
handling of Personal Health Information (PHI) and specifically for secure protection of
electronic and recorded records of PHI. Notice by the Business Associate to individuals
whose records may have been compromised by a breach of security is required. Notice shall
be by first class mail where possible, appropriate posting of information concerning the
breach when contact cannot be made and, when involving 500 or more individuals, direct
reporting to the Department of Health and Human Services.

EXHIBIT A
Budget Detail
United Way

COST CATEGORY		BUDGET YEAR AMOUNT
		09/29/15 to 05/31/16
A. PROGRAM OVERSIGHT		
COMVIP		
United Way of Merced (Admin Costs)	\$	2,972
Total Oversight Costs	\$	2,972
B. CONTRACTUAL SERVICES		
City of Merced Police Department	\$	25,410
UC Merced Police Department		1338
Total Contractual Services	\$	26,748
TOTAL BUDGET	\$	29,720