

FILED

September 1, 2022

YOLO COUNTY AGREEMENT NO. 22-211

BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

(Amendment to Agreement No. 22-30 with CommuniCare Health Centers Inc, relating to Mental Health Services, to increase the Maximum Compensation, and extend the Term)

THIS Agreement is made and entered into as of this 30 day of August 2022, by and between the County of Yolo, a political subdivision of the State of California ("County"), and CommuniCare Health Centers, Inc, a California non-profit ("Contractor"), who agree as follows.

WHEREAS, on February 22, 2022, the parties entered into an agreement for Contractor to provide Mental Health services to the County (Yolo County Agreement No. 22-30); and

WHEREAS, the parties wish to amend Agreement No. 22-30 to increase the maximum compensation, and extend its term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Paragraph III B of Agreement No. 22-30 is hereby amended to read as follows:

III. COMPENSATION

B. The maximum payment obligation to the Contractor from October 1, 2021 to June 30, 2023 shall be no greater than **FIVE HUNDRED FORTY NINE THOUSAND TWO HUNDRED SIXTY SIX DOLLARS AND SEVENTY SEVEN CENTS (\$549,266.77)**

- 2. Paragraph I A of Agreement No. 22-30, is hereby amended to read as follows:

I. TERM

A. The term of this Agreement shall be from October 1, 2021 to June 30, 2023, unless sooner terminated as provided in this agreement.

- 3. All other provision of Agreement 22-30 shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

CONTRACTOR:

By: Melissa Marshall
Melissa Marshall, MD
Chief Executive Officer
CommuniCare Health Centers

COUNTY:

By: Angel Barajas
Angel Barajas, Chair
Yolo County Board of Supervisors

Approved As To Form

Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: Julie Dachtler
Deputy Seal


By: /s Eric May
Eric May, Senior Deputy County Counsel

FILED

February 24, 2022

BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

AGREEMENT NO. 22-30
(Agreement for Mental Health Diversion)

THIS AGREEMENT ("Agreement") is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California ("County") and CommuniCare Health Centers, Inc., a non-profit corporation authorized to do business in the State of California ("Contractor").

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, on June 14th, the Community Corrections Partnership approved funding towards Mental Health Diversion, a criminal justice program that seeks to decriminalize individuals who commit crimes as a result of their mental illness; and

WHEREAS, the County desires to obtain services, with a sole/single source, from CommuniCare, a local community based organization ("CBO"), for this program; and

WHEREAS, the Contractor expressed interest in providing the services outlined in Exhibit A of this agreement and is federal qualified to provide these services; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. TERM

- A. The term of this Agreement shall be from October 1, 2021 to June 30, 2022 unless sooner terminated as provided in this Agreement. At the County's option, this Agreement may be extended for up to two (2) additional one (1) year extensions on the same terms and conditions as set forth in the Agreement upon written notice to the Contractor by the Yolo County District Attorney's Office.
- B. This Agreement may be terminated for any reason or for no reason at all by either party upon at least thirty (30) days written notice

II. SERVICES

- A. Contractor shall furnish and perform the services set forth in Exhibit A, the Scope of Services, in a manner satisfactory to the Yolo County District Attorney or his/her designee ("District Attorney")
- B. Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place

III. COMPENSATION AND PAYMENT TERMS

- A. Subject to satisfactory performance of the services require of Contractor pursuant to this Agreement and the Contractor's submission of an appropriate claim and other documentation the County may require, the County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement.
- B. The maximum payment obligation to the Contractor from October 1, 2021 to June 30, 2022 shall be no greater than **TWO HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS AND SEVENTY SEVEN CENTS (\$275,869.77)**
- C. **Optional Years:** The County may exercise its option to extend this Agreement for two (2) one (1) year extensions. The County shall notify the Contractor of its intent to extend in writing and upon request of the County, the Contractor shall provide a new budget for each option year. Each extension shall take effect upon approval of the proposed budget for each option year by the Board of Supervisors.
- D. Administrative/Indirect Costs shall not exceed 15% of personnel costs calculated based on salaries, wages, benefits, taxes.
- E. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the Community Corrections Partnership, the County's obligation to compensate

Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Yolo County District Attorney, as the times and in the manner specified by this Agreement, or by the Yolo County District Attorney if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VI. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes

of exhaustion of administrative remedies.

VII. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor if the Contractor becomes excluded, debarred or suspended from participation in Federally or State funded programs, or the County has determined that the Contractor does not meet the requirements to provide services under this Agreement.

D. If, in the District Attorney's sole judgement, Contractor performance of the obligations, duties, and responsibilities required of the Contractor by this Agreement jeopardizes the health, safety, or welfare of any person, then county may terminate this Agreement immediately upon written notice served upon the Contractor.

E. Either party may terminate this Agreement for convenience, and without cause, upon at least 60 days advance notice in writing to the other party.

F. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted.

VIII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

C. Subcontractor agrees to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractor must further agree to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the

specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of

no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any

work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIII. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: CommuniCare Health Centers, Inc
PO Box 1260
Davis CA 95617

County: Yolo County District Attorney's Office
301 Second Street
Woodland CA 95695
Jeff Reisig, District Attorney

B. Either party may provide notices through the use of email with receipt of knowledge by receiving party. The following email address are to be used:

Contractor:

Director of Grants and Contracts: ShannonG@communicarehc.org
Chief Behavioral Health Officer Sara@communicarehc.org

County:

Chief Deputy District Attorney: Jonathan.raven@yolocounty.org
Chief Fiscal Admin Officer Nikki.abaurrea@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or using email, or on the fifteen (15th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. 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 Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the

award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. AUDITS

A. Upon reasonable notice, Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives.

C. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

D. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required

of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XVIII. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XIX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to applicable laws, regulations, and contractual obligations.

XX. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIII. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit D attached hereto.

XXVI. ENTIRE AGREEMENT

A. This Completed Agreement shall include the following exhibits and attachments hereto and incorporated herein:

Exhibit A:	Scope of Services
Exhibit B:	Terms of Payment
Exhibit C:	Contract Budget
Exhibit D:	HIPAA Compliance

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Melissa Marshall, MD
Chief Executive Officer
CommuniCare Health Centers

COUNTY OF YOLO

By 
Angel Barajas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By 
Deputy (Seal)



Approved as to Form:

By 
Philip Pogledich, County Counsel

Exhibit A – Scope of Services

Mental Health Diversion

CommuniCare shall provide services in accordance with the following provisions

I. Service Location(s)

CommuniCare will be rendering services throughout the County of Yolo

II. Purpose

This project will fund the necessary staffing services for eligible individuals who are in the Mental Health Diversion Program

III. Target Population

Individuals who have a mental illness (including substance use disorder) who are criminally justice involved and whose cases are referred to the Mental Health Diversion team and deemed eligible for the program.

IV. Requirements

A. Individual eligibility for acceptance into the Mental Health Diversion Program

B. Will develop a treatment plan and provide link to treatment for this population

C. Complete timely entry of required data, including but not limited to measuring treatment engagement and also the change in jail bed days, arrests, and state/local hospital bed days (where appropriate). Other team members will assist in compiling this data. More specifically:

- a. Mental Health service utilization by participants prior to, during, and in the one year following participation in MH-Diversion,
- b. Number of arrests in the participant group prior to, during, and in the one year following participation in MH-Diversion,
- c. Number of jail bed days utilized by the participants prior to, during, and in the one year following participation in MH-Diversion, and
- d. Number of (local and state) hospitalization days utilized by the participants prior to, during, and in the one year following participation in MH-Diversion.

V. Services

A. Will provide treatment for individuals identified as eligible in the County of Yolo for enrollment in the Mental Health Diversion Program. Services will occur as follows:

- Upon referral, CommuniCare will assess the individual for suitability for the program and then make a recommendation to the full team. If the team agrees that the individual is suitable for the program, CommuniCare will develop a treatment plan and link and support commencement of treatment. That treatment may include therapy, medication management, referral to non-CCHC providers, and SUD treatment.

Exhibit B – TERMS OF PAYMNT

BUDGET:

- A. Contractor has submitted a contract budget attached as Exhibit C for the initial term of Agreement. Included in this Agreement are two optional years. For each optional year, Contractor will need to submit a new budget
- B. Contractor shall adhere to the budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement
- C. Amendments to the budget, including but not limited to shifting the allocation of funds between categories of services must be mutually agreed upon in writing. Contractor should provide a revised budget to the Chief Deputy District Attorney for approval.

METHOD OF PAYMENT:

- A. Contractor shall submit quarterly claims in accordance with these Terms of Payment. Quarterly claims should include a summary of expenditures during the quarter with supporting documents such as labor distributions, general ledger documentation, expense receipts, etc
- B. County shall not be obligated to compensate Contractor for services rendered before or after the authorized agreement timeframe, for services in excess of an authorized period, for services not previously authorized, or for services provided to ineligible individuals. Contractor shall not admit, treat, refer, or transfer a Client without prior approval of County
- C. Contractor shall submit claims for payment to the County no later than forty-five (45) days after completion of the quarter in which services have been rendered.
- D. Claims for payment may be submitted in electronic format at nikki.abaurrea@yolocounty.org and Nancy.wheeler@yolocounty.org. All claims should be submitted with supporting documentation.

Claims, with required documentation, may also be submitted via US Postal Services mail addressed to:

Yolo County District Attorney's Office
301 Second Street
Woodland CA 95695
Attn: Accounts Payable

- E. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected

F. Contractor shall use the funds provided by the County exclusively for the purpose of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

G. Contractor shall hold harmless the clients in the event that the County does not pay for services in accordance with this Agreement.

Exhibit C

COMMUNICARE HEALTH CENTERS
Diversion Budget
One fiscal year

	<u>Budget FTEs</u>	<u>Annual Budget</u>
<u>Personnel Expenses</u>		
Manager	0.075	5,655.00
Behavioral Health Clinician	1.00	70,720.00
Case Manager	1.00	52,000.00
Peer Advocate	1.00	39,520.00
	3.08	167,895.00
<i>Salaries and Wages -</i>		
	0.25	41,973.75
<i>Benefits @25% -</i>		
		209,868.75
<u>Total Personnel Expenses -</u>		
<u>Operating Expenses</u>		
Occupancy/ Mortgage Interest/ Depreciation		7,568.37
Facility Maintenance		3,224.91
Utilities		2,217.72
Communication (IT, Tele.)		2,580.00
Travel		4,477.20
Office Expense (supplies , dup. postage)		615.00
Information Technology		2,300.00
Staff Training, development, recognition		1,537.50
		24,520.70
<u>Total Operating Expenses -</u>		
<u>Direct to Client Expenses</u>		
Incentives		10,000.00
<i>Administrative Costs (15%)</i>		
		31,480.31
TOTAL EXPENSES -		<u>275,869.77</u>

EXHIBIT D
HIPAA COMPLIANCE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule" and "Security Rule." Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United

States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regul