

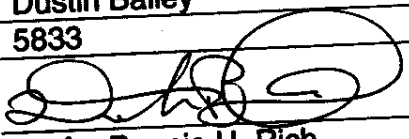
# RUSH

Contract #: 543-S0811

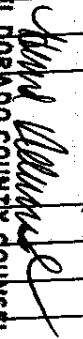
## CONTRACT ROUTING SHEET

Date Prepared: 11/16/07


Need Date: 11/20/07

**PROCESSING DEPARTMENT:**  
 Department: CAO/Proc. & Contracts  
 Dept. Contact: Dustin Bailey  
 Phone #: 5833  
 Department Head Signature:   
Mr Bonnie H. Rich

**CONTRACTOR:**  
 Name: Colorado Boys Ranch  
 Address: 280711 Highway 109  
La Junta, CO 81050  
 Phone: 800-790-4993

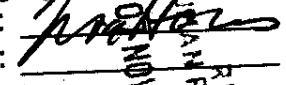
EL DORADO COUNTY COUNSEL  
 2007 NOV 16 AM 10:05  


**CONTRACTING DEPARTMENT:** Mental Health  
 Service Requested: Mental Health Treatment and Residential Services  
 Contract Term: 2 years Contract Value: \$90,000.00  
 Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: 5  
 Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)  
 Approved:  Disapproved: \_\_\_\_\_ Date: 11-19-07 By:   
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

11/16/07  
 ATTORNEY Ed Karp  
 DEPT. INDEX NO. CA 1111  
 BY: \_\_\_\_\_

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!  
**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)  
 Approved:  Disapproved: \_\_\_\_\_ Date: 11/20/07 By:   
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
 HUMAN RESOURCES DEPT  
 NOV 19 AM 9:40

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).  
 Departments: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #543-S0811

---

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Colorado Boys Ranch, a Colorado Non-Profit Corporation, duly qualified to conduct business in the State of Colorado, whose principal place of business is 28071 Highway 109, La Junta, CO 81050, (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide mental health treatment services to Seriously Emotionally Disturbed (SED) children and adolescents, and placement in out-of-state residential care programs pursuant to an Individualized Education Plan (IEP) for the Mental Health Department; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide mental health treatment services to Seriously Emotionally Disturbed (SED) clients, and placement in out-of-state residential care programs pursuant to an Individualized Education Plan (IEP) for the Mental Health Department. Services shall be in accordance with Exhibit "A", marked "General Mental Health Services", incorporated herein and made part by reference hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \$121.16 per calendar day per person. The total amount of this Agreement shall not exceed \$90,000.00.

## **ARTICLE IV**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "B", which is incorporated herein for all intents and purposes.

## **ARTICLE V**

**Confidentiality:** The parties to this Agreement will comply with applicable laws and regulations, including but not limited to Section 5328 et seq. And Section 14100.2 of the Welfare and Institutions Code and Title 42, CFR, Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regarding the confidentiality of Client information.

The identities of patients and the complete medical records of the patients shall remain the sole and exclusive property of County and shall not be disclosed by Contractor or any of its employees, and are subject to the new electronic transmission format standards required by HIPAA.

The Contractor will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. The Contractor will not use identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

The Contractor will not disclose, except as otherwise specifically permitted by state and federal laws and regulations or this Agreement, or authorized by the Client, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

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

## **ARTICLE VI**

**Nondiscrimination:** Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of Clients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

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

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a Client.

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

## **ARTICLE VII**

**Records/Inspection and Audit:** Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Agreement, as required by the County Mental Health Director, the State Department of Mental Health, and all applicable State and Federal statutes and regulations.

Records on each individual patient shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by the various professional personnel, and such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Mental Health claiming requirements. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment under this Agreement, unless a longer period of records retention is stipulated.

Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonable have information related to such records.

Contractor shall make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination or copying by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the State's fiscal year in which this Agreement was in effect.

Contractor shall keep and maintain accurate accounting records of its salaries and employee benefit costs, operating expenses, and revenues received from any source during the period of this Agreement. Such books and records shall be open to inspection at any reasonable time by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives for at least four years after the final claim for services rendered under terms of this Agreement has been paid by County, or until audit findings are resolved. The Department of Health, Education and Welfare and the State Department of Health Services shall have the same rights of inspection for Medi-Cal services.

Contractor will allow the County, the State Department of Mental Health Services, the State Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate, by means of reports from Contractor and/or other such means as directed by County, the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect, evaluate and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement, including work papers, reports, financial records and books of account, Client records, prescription files, subcontracts, and any

other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Agreement, the Contractor will furnish any such record, or copy thereof, to the State Department of Mental Health Services or Health and Human Services. Authorized agencies will maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

Statistical records shall be maintained as required by the County Mental Health Director and the State Department of Mental Health on forms furnished by said Department or by the County. All statistical data or information requested by the County Mental Health Director shall be provided by Contractor.

All reports, information, data, work product, findings, and conclusions furnished to or collected, prepared, assembled, and/or made by Contractor and Contractor's agents under this Agreement ("Work Product") shall be the property of the County, shall be confidential until County makes the Work Product available for public inspection, and shall not be made available by the Contractor to any person or entity or published by the Contractor without the prior written authorization of the County.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the Agreement (Government Code, section 8546.7), and shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under this Agreement.

#### **ARTICLE VIII**

**Unusual Occurrences:** Contractor shall report unusual occurrences to the County Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

Unusual occurrences are to be reported to the County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

1. Complete written description of event including outcome;
2. Written report of Contractor's investigation and conclusions;
3. List of persons directly involved and/or with direct knowledge of event.

The County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences with the cooperation of the Contractor.

#### **ARTICLE IX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE X**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE XI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XIV**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.



**ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
MENTAL HEALTH DEPARTMENT  
344 PLACERVILLE DRIVE  
PLACERVILLE, CALIFORNIA 95667  
ATTN: DARRYL KECK, CHILDRENS SERVICES PROGRAM MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

COLORADO BOYS RANCH  
28071 HIGHWAY 109  
PO BOX 681  
LA JUNTA, CO 81050  
ATTN: MARTIN MASAR, ADMINISTRATOR

or to such other location as the Contractor directs.

**ARTICLE XVI**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**ARTICLE XVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XX**

**Nonresident Withholding (Form 588):** All independent Contractors providing services to the County who are not California residents must file a State of California Form 588 certifying County's exemption from withholding where applicable; where not applicable, Contractor will indemnify and hold the County harmless for any action taken by the California Franchise Tax Board. The Contractor will be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

**ARTICLE XXI**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XXII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Darryl Keck, Children’s Services Program Manager, Mental Health Department, or successor.

**ARTICLE XIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXIV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXVI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

/

/

/

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Darryl Keck ldsu Dated: 11-26-07  
Darryl Keck  
Children's Services Program Manager  
Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: John Bachman Dated: 11/28/07  
John Bachman  
Director  
Mental Health Department

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

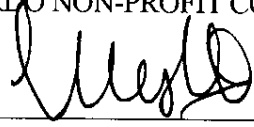
ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

Dated: \_\_\_\_\_

COLORADO BOYS RANCH  
A COLORADO NON-PROFIT CORPORATION

By:  \_\_\_\_\_  
Martin Masar  
Administrator  
"Contractor"

## Exhibit "A"

### GENERAL MENTAL HEALTH SERVICES

#### (IN OUT-OF-STATE RESIDENTIAL FACILITIES)

This Exhibit describes and defines the array of mental health treatment services to be provided to Seriously Emotionally Disturbed (SED) children and adolescents placed into out-of-state residential care programs pursuant to an Individualized Education Plan (IEP).

A. GENERAL MENTAL HEALTH SERVICES are bundled into a single, daily program unit and include the following:

##### 1. Individual, Group, and Family Therapy

These are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the patient's/client's goals/desired results/personal milestones, and enabling patients/clients to benefit from Special Education.

For patients/clients who are seriously emotionally disturbed children and adolescents, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services shall include assessment, evaluation, collateral, and rehabilitation services, including assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, medication compliance, development of support system; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education.

##### 2. Medication Evaluation and Monitoring

These include prescribing, administering, dispensing and monitoring or psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services include evaluation of the need for medication, clinical effectiveness and the side effects of medication; obtaining informed consent; medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons.

### 3. Crisis Intervention

These services consist of a quick emergency response enabling a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency.

### 4. Case Management/Brokerage

These are provided to access medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development.

Linkage and consultation services include:

A. Identification and pursuit of resources which are necessary and appropriate to implement the service plan,

B. Interagency and intra-agency consultation, communication, coordination, and referral; and

C. Monitoring service delivery, the service plan, and to ensure patient/client access to services and the service delivery system.

### 5. Persons to be served

Contractor shall provide services to children and adolescents, ages 10 to 21, who are identified as Seriously Emotionally Disturbed (SED); have been assessed by Department of Mental Health; and have been determined to require residential placement and mental health treatment services in order to benefit from Special Education by an Individualized Education Program (IEP) team and who are referred to Contractor by Director.

### 6. Service Delivery Site(s)

Contractor's facility(ies) where services are provided is (are) located at: 28071 Highway 109, La Junta, Colorado 81050. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).



**EXHIBIT "B"**  
**HIPAA Business Associate Agreement**

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
    - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
    - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
  - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
  - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
  - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI 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 PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
  - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

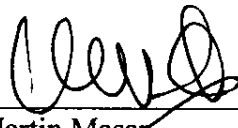
interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

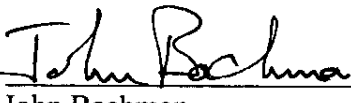
In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 1-25-08

Dated: 4/28/07

Signed:   
Martin Masar  
Administrator  
Colorado Boys Ranch

Signed:   
John Bachman,  
Director  
Mental Health Department