

AGREEMENT FOR SERVICES #10170

Behavioral Health Service Act
Mobile Crisis Team

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Sierra Mental Wellness Group, a California non-profit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 925 Highland Point Drive Suite 130, Roseville, California 95678, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide services in accordance with California Proposition 1 (2024), otherwise known as Behavioral Health Services Act (BHSA);

WHEREAS, this Agreement for Services #10170 is in accordance with the County's BHSA Integrated Plan for Fiscal Years 2026/27 through 2028/29, or as updated thereafter.

WHEREAS, in accordance with County Resolution 017-2026, this Agreement for BHSA services, covering Fiscal Years 2026-2029, is exempt from Board Policy C-17 competitive bidding requirements (Legistar 25-2044);

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 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 services in accordance with Exhibit A, marked "Scope of Services," attached hereto and incorporated by reference herein.

Reports: The written reports identified in Exhibit A are required deliverables of this Agreement and Contractor's failure to provide them to County within the specified time limits described shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the County until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

For reports identified herein, if a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2026, through June 30, 2029.

The parties shall have the option to extend the term for an additional one (1) year after the initial expiration date through June 30, 2030. The option to extend shall be subject to County Contract Administrator approval and Contractor shall be notified in accordance with the Article titled "Notice to Parties."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoice(s) identifying services rendered.

A. **Rate:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit B marked "Rate," incorporated herein and made by reference a part hereof.

Monthly Rate as set forth in Exhibit B may be renegotiated annually between County and Contractor ahead of each fiscal year to be effective July 1. Annual rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

- B. Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHS) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHS-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices must include the following information:

1. County Issues Agreement Number
2. Contractor Name and Address
3. Service Month
4. Invoice Total
5. Contractor Contact Information

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
BHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year, unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing, to include electronic communication, and approved by the Health and Human Services Agency’s Chief Fiscal Officer in his/her sole discretion.

Upon request from County’s Contract Administrator, Contractor shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event the County’s Behavioral Health Division (BHD) identifies errors in service totals (units and cost per service code) pulled monthly by County BHD from the Electronic Health Record (EHR), Contractor shall be notified of errors via email. County may delay or suspend payments until such a time as the errors are corrected in the County EHR.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports

required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled “Default, Termination, and Cancellation,” herein.

- C. **BHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of BHSA funding in a Performance Contract, as required in Chapter 2 (commencing with Section 5650) of Part 2 of Division 5 of the Welfare and Institutions Code, available at [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=5.&title=&part=2.&chapter=2.&article=.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=5.&title=&part=2.&chapter=2.&article=)
- D. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the BHSA Integrated Plan, as it now exists or may be updated thereafter, available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health/Behavioral-Health-Services-Act-BHSA/Behavioral-Health-Plans>

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement for the initial term shall not exceed \$6,588,000, inclusive of all costs, taxes, and expenses. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term for the one (1) additional year, the maximum obligation shall be \$8,784,000.

Description	Term	Amount
Mobile Crisis Team	7/1/2026-06/30/2027	\$2,196,000
Mobile Crisis Team	7/1/2027-06/30/2028	\$2,196,000
Mobile Crisis Team	7/1/2028-06/30/2029	\$2,196,000
Mobile Crisis Team	7/1/2029-06/30/2030	\$2,196,000

The above table represents the composition of the total not-to-exceed budget for this Agreement. Contingent upon written County Contract Administrator, or designee, and Chief Fiscal Officer, or designee approval, County may reallocate the funding listed herein, as needed, among service types and fiscal years, based on funding availability.

ARTICLE V

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or Contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or Contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor receiving federal financial assistance, including Medi-Cal, has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient, subcontractor, or Contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. A UEI is required by Contractor to receive federal financial assistance, including Medi-Cal, to ensure proper identification and record-keeping for federal transactions.
- B. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”

ARTICLE VI

Lobbying Certification: Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://grants.gov/forms/forms-repository/post-award-reporting-forms>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the federal government, state government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring

Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey or requested follow up compliance documentation within sixty (60) days may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, state or federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VIII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit C, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

ARTICLE IX

Taxes: Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE X

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE XI

Generative Artificial Intelligence: For the purposes of this provision, “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system (“System”), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County’s Contract Administrator identified in this Agreement.
- C. At the direction of County, Contractor shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.
- D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the County.
- E. County, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

ARTICLE XII

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 XIII

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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIV

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XV

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute Exhibit D, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE XVI

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.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XVII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County's 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XX

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately 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, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.
- E. **Funding Unavailable:** County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Contractor that County has been notified the grant/allocation funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
 Health and Human Services Agency
 3057 Briw Road, Suite B
 Placerville, CA 95667
 ATTN: Contracts Unit
 Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
 Chief Administrative Office
 Procurement and Contracts Division
 330 Fair Lane
 Placerville, CA 95667
 ATTN: Purchasing Agent
 Email: procon@edcgov.us

or to such other location or email as County directs.

Notices to Contractor shall be addressed as follows:

SIERRA MENTAL WELLNESS GROUP
 925 Highland Point Drive Ste 130
 Roseville, CA 95678
 ATTN: Nicole Vanneman, Executive Director
nicolev@sierramentallowellness.org

or to such other location or email as Contractor directs.

ARTICLE XXII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIV

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

- A. Full Worker's Compensation and Employer's 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 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
- 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 or professional consultant/contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 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 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 prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 protection of County.
- P. Insurance Requirements and Carrier Discretion: Contractor understands and agrees to abide by all insurance requirements specified in this Agreement, ensuring that all required coverage is maintained for the duration of the contract. However, County acknowledges that Contractor does not have control over the insurance carrier's decisions regarding claims.

ARTICLE XXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit E, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVIII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County will withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIX

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXX

County Business License: County’s Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXI

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

ARTICLE XXXIII

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 XXXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXV

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 XXXVI

California Forum and Law: 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 XXXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXVIII

Additional Terms and Conditions:

- A. **Fingerprinting:** If required by State law or County ordinance, pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the California Welfare and Institutions Code (WIC) of a person who applies for a license, employment, or volunteer position, in which they would have supervisory or disciplinary power over a minor or any person under their care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:
- a. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
 - b. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or

volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

- B. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer, or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.
- C. **Background Checks:** Contractor shall conduct a background screening for all employees who may access Protected Health Information (PHI) or Personally Identifiable Information (PII). The scope of each screening should be proportional to the risk level and potential impact and magnitude of harm an employee could cause, with a more thorough screening conducted for those authorized to bypass significant technical and operational security controls. Contractor shall retain documentation of each employee's background check for a minimum of three (3) years, ensuring secure storage of all sensitive information.
- D. **Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action plans, County shall submit reports to DHCS as required. Failure to comply with required corrective action could lead to civil penalties by DHCS, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.

Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's HHSA.

- E. **Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or federal agencies, or their duly authorized representatives, at all reasonable times at 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. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law including, but not limited to any

record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section “access to” means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the State or County, or their respective designee in a central location.

- F. **Release of Information:** Contractor shall ensure that County HHS is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- G. **Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to the Article titled “Assignment and Delegation,” Contractor shall ensure the following standards are included in any subcontract hereto:
 - a. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
 - b. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor’s Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
 - c. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.
- H. **Mandated Reporter Requirements:** California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following State-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and WIC Section 15630, which covers suspected dependent adult abuse.

ARTICLE XXXIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XL

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: _____
Christianne Kernes, LMFT
Deputy Director, Behavioral Health Division
Health & Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SIERRA MENTAL WELLNESS GROUP --

By: _____
Nicole Vanneman
Chief Executive Officer
"Contractor"

Dated: _____

By: _____
Breeann Miller
Chief Financial Officer
"Contractor"

Dated: _____

Sierra Mental Wellness Group
Exhibit A
Scope of Services

The County of El Dorado’s Behavioral Health Services Act (BHSA) Fiscal Year (FY) 2026/27 through FY 2028/29 Integrated Plan and subsequent BHSA Annual Updates prioritizes services for those with significant mental health needs, expands housing interventions, and increases the behavioral health workforce. The services provided under BHSA are designed to prevent mental illnesses and substance abuse use disorders from becoming severe and disabling and to reduce disparities in behavioral health.

By signing this Agreement, Contractor acknowledges that, as a sub-recipient of State funding, Contractor is obligated to adhere to all terms and conditions in effect at the time services are provided, as determined in the “Performance Agreement” between County and California Department of Health Care Services (DHCS), or as may be amended or replaced, and incorporated by reference herein. Additionally, services shall be in compliance with the BHSA Integrated Plan, or as updated thereafter. The Performance Agreement and the BHSA Plan are available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health>

The Mobile Crisis Team (MCT) is a program in which County staff and/or contracted providers work closely to provide rapid response and community-based stabilization for individuals experiencing behavioral health crisis. The program aims to reduce immediate danger and avoid unnecessary hospitalizations or law enforcement involvement.

Each MCT is comprised of at least one provider of Rehabilitative Mental Health Services, Substance Use Disorder (SUD) Treatment Services or Expanded SUD Treatment Services as outlined in [Behavioral Health Information Notice \(BHIN\) 23-025 III. Mobile Crisis Team Requirements](#) for Initial Crisis Response or otherwise updated by the DHCS. In addition, each MCT shall utilize one (1) additional provider of such services which may include Peer Support Specialists, Community Health Workers, Emergency Medical Technicians or Paramedics.

The short-term goals for this program are to respond in a timely manner to crisis calls, coordinate crisis response services, collaborate with law enforcement and other first responders to crisis events, and referrals and linkage to treatment. The long-term goals for this program are to provide follow-up services after a crisis, improve access to medically necessary care and treatment.

A. Services: Contractor shall provide services in support of the HHS Behavioral Health Division (BHD) Mobile Crisis Project funded through the County’s BHSA Integrated Plan. The service categories under this Agreement are:

a. **Facilities Medi-Cal Site Certification and Credentialing**

i. Site Certification

1. Contractor shall comply with the Medi-Cal provider selection criteria set forth in [9 CCR § 1810.435 MHP Individual, Group and Organizational Provider Selection Criteria](#).
2. Contractor shall cooperate with the County for audit and inspection of any site owned, leased, or operated by the Contractor and used to deliver covered services

to beneficiaries, except that on-site review is not required for a public school or a satellite site, for compliance with Medi-Cal site certification.

- a. "Satellite site" means a site owned, leased, or operated by an organizational provider at which services are delivered to beneficiaries fewer than twenty (20) hours per week, or, if located at a multiagency site at which services are delivered by no more than two employees or Providers of the Contractor.
 - ii. Certification Required: Contractor shall be certified pursuant to the Short Doyle Medi-Cal (SD/MC) "Provider Re/Certification Protocol" requirements available at <https://www.dhcs.ca.gov/services/MH/Pages/Certifications.aspx>.
 1. Contractor shall maintain current written policies and procedures required by the Short Doyle/Medi-Cal (SD/MC) Provider Certification & Re-Certification Protocol issued by the State.
 - iii. Facility Sites Certified: Contractor shall maintain at least the following Medi-Cal Site certified and appropriate facility(ies) for the provision of Mobile Crisis Services. Any subsequent facilities added or change to the locations listed below must be approved by the County in writing, prior to any relocation, closure, or other change in physical location.
 1. Facility Addresses:
 - a. 3079 Harrison Ave, South Lake Tahoe, CA 96150
 - b. 925 Highland Point Drive Suite 130, Roseville, CA 95678
 - iv. Accessibility Requirements: In accordance with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
 - v. Changes to Site Certified Facilities: Contractor shall notify County of any changes that may affect Medi-Cal Site Certification, including but not limited to structural changes, relocation, expansion, closure, identification of staff as ineligible to provide services, or major staffing/organizational structure changes. Such notification shall occur at least forty-five (45) days prior to the change occurring, to the extent possible. If not possible in forty-five (45) days, Contractor shall provide County with notification in accordance with the Article titled "Notice to Parties," herein, within one (1) business day of changes.
 - vi. County Authorization: Contractor shall not provide Medi-Cal services at any site, other than a satellite site or a public school, prior to receiving authorization from the County to do so, nor may Contractor provide services at a site for which the Medi-Cal site certification has expired or otherwise terminated.
 - vii. Access to Contractor locations: Contractor shall provide the Center for Medicare & Medicaid Services, the State Medicaid agency, the County, and their agents, and/or designated providers with access to Contractor locations to conduct unannounced on-site inspections of any and all Contractor locations, with the exception of satellite sites.
 - viii. Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).
- b. **Staffing**:
- i. A MCT shall be comprised of at least two (2) authorized members as defined by

Behavioral Health Information Notice (BHIN) 23-025 Table 1. Qualified Mobile Crisis Team Members by Delivery System or otherwise updated by DHCS.

1. At least one (1) of the MCT members shall be an experienced mental health worker specifically trained to manage difficult crisis situations.
 2. A Licensed Practitioner of the Healing Arts (LPHA) may be a member of a MCT. If the LPHA is not on site, Contractor shall maintain a LPHA during all operating hours for on call consultation.
 3. MCTs are designated hereto by County to place a patient meeting the criteria on an involuntary hold pursuant to Welfare and Institutions Code section 5150. A copy of that section can be found at, https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WI§ionNum=5150.
- ii. Contractor shall maintain, at a minimum, one MCT for each service area, defined below, during the following hours:
1. South Lake Tahoe (SLT) - East of Kyburz, CA to California/Nevada Border
 - a. Contractor shall provide at a minimum one (1) MCT twenty-four (24) hours per day, seven (7) days per week including weekends and County holidays.
 2. Western Slope (WS) - West of Twin Bridges, CA to El Dorado County/Sacramento County border
 - a. Contractor shall provide at minimum one (1) MCT for the hours of 5:00 pm to 8:00 am Monday through Friday and twenty-four (24) hours per day Saturday and Sunday including County holidays as incorporated herein at: <https://www.eldoradocounty.ca.gov/County-Government/County-Holidays>.
 3. MCTs may serve outside of their service area on an as needed basis.
 4. Contractor may provide additional MCT response in either service area and outside the hours defined above when agreed upon in writing by both County and Contractor.
- iii. All MCTs shall carry naloxone, and staff shall be trained to administer in the event of a suspected overdose.
- iv. Responding MCTs shall remain on scene through the entirety of the crisis response.
- v. In the event only one (1) MCT member is available for response, law enforcement shall be engaged prior to crisis response. At no time shall a single MCT member respond by themselves.
- vi. In the event of a major traumatic incident (e.g., school shooting, student suicide, uncovered serial abuse), the Contractor shall have a plan to demonstrate the on-call availability for providing additional staff who may respond to the traumatic incident. On-call plan shall be re-evaluated annually and provided in writing to the Contract Administrator.
- c. **Law Enforcement Engagement:**
- i. The MCT shall engage with law enforcement partners to coordinate and determine how best to respond to each individual crisis situation.
 - ii. When possible, if mutually agreed upon after safety analysis, MCT shall make first contact with the individual in crisis.

d. **Crisis Response:**

- i. County or alternative provider shall be available for responding to telephone crisis calls through the County 24/7 Crisis line, 911 systems, or 988, and shall utilize the standardized dispatch tool detailed in [BHIN 23-025 II. Dispatch of Mobile Crisis Teams b. Standardized Dispatch Tool and Procedures](#) or otherwise updated by DHCS.
- ii. If an individual has been screened either directly, or through an individual calling on their behalf to request assistance, and the standardized dispatch tool has been used to determine that the individual requires MCT services, the call shall be handed off to the MCT during operating hours, the MCT shall respond to the individual, as defined herein in accordance with [BHIN 23-025](#) or otherwise updated by DHCS.
- iii. Initial face-to-face crisis assessment:
The MCT shall provide a brief, face-to-face crisis assessment to evaluate the current status of the individual experiencing the behavioral health crisis with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying follow-up care, as appropriate. Any MCT member that has been trained to conduct a crisis assessment as part of required mobile crisis services training can deliver the initial face-to-face crisis assessment. When delivering a crisis assessment, mobile crisis teams will use a standardized crisis assessment tool.
- iv. Mobile crisis response:
 1. The initial mobile crisis response will be provided at the individual’s location or at an alternate location of the individual’s choice in the community (onsite) by the MCT. MCT shall adhere to location examples and restrictions as defined by [BHIN 23-025 IV. Mobile Crisis Encounter – i. Service Setting Restrictions](#) or otherwise updated by DHCS.
 2. MCT shall adhere to Response Time Standards as defined by [BHIN 23-025 V. Standards](#) or otherwise updated by the DHCS. Those standards include:
 - a. Sixty (60) minute arrival in urban areas
 - b. One-hundred and twenty (120) minute arrival in rural areas¹
 3. The MCT shall assess any situation that may be unsafe for crisis response staff and work with law enforcement when appropriate to ensure that the MCT are accompanied by law enforcement in situations that the MCT determines may be unsafe.
 4. When the MCT is dispatched, the team shall proceed to the location where the individual is experiencing the behavioral health crisis, unless the individual requests to be met in an alternate location in the community.
 5. During the mobile crisis services encounter, the MCT shall intervene to de-escalate the behavioral health crisis and stabilize the individual at the location where the crisis occurs, unless the individual requests to be met in an alternate location in the community.

¹ Consistent with Alternative Access Standards <https://www.dhcs.ca.gov/formsandpubs/Documents/July-2021-Jan-2022-AAS-Report.pdf> for Medi-Cal Managed Care Health Plans, “rural” is defined to include areas with less than 50 people per square mile.

- v. **Crisis planning and Transport:**
 - 1. As appropriate during the mobile crisis services encounter, the MCT shall engage the individual and their significant support person/collateral(s), if appropriate, in a crisis planning process to avert future crises. When appropriate, crisis planning may include the development of a written crisis safety plan. Crisis planning shall be conducted as outlined in [BHIN 23-025 IV Mobile Crisis Encounter – c. Crisis Planning](#) or otherwise updated by DHCS.
 - 2. When appropriate, each MCT encounter will also include:
 - a. Referrals to ongoing services; and/or
 - b. Facilitation of a warm handoff.
 - 3. When needed, the MCT shall arrange for or provide transportation to an appropriate level of care or treatment setting. When appropriate and safe, the MCT may transport the individual directly as part of providing the mobile crisis service.
 - a. If the MCT cannot provide transportation, or if there are outstanding medical or safety concerns, the MCT shall coordinate with nonmedical transportation (NMT) providers, Emergency Medical Services (EMS), or law enforcement, if necessary, to arrange transportation and ensure the individual is connected with appropriate care.
 - b. If EMS, NMT, or law enforcement is utilized to transport the individual directly to a higher level of care, the MCT shall remain onsite until the transportation provider arrives and provide a warm handoff, including all necessary information and documentation.
- e. **Follow-up Check-Ins:**
 - i. The MCT shall ensure that individuals receive a follow-up check-in within seventy-two (72) hours of the initial mobile crisis response. The purpose of the follow-up check-in is to support continued resolution of the crisis, as appropriate, and update the individual’s crisis safety plan, and/or make additional referrals to ongoing supports, as needed. If the individual received a referral to ongoing support during the initial mobile crisis response, as part of follow-up check-in, the MCT shall check on the status of appointments and continue to support scheduling, and provide reminders as needed.
 - ii. Follow-up check-in may be conducted by any MCT member who meets the DHCS core training requirements; and may be conducted in-person or via telehealth, which includes both synchronous audio-only (e.g., telephone) and video interactions.
 - iii. There may be times when the MCT is unable to engage the individual in follow-up check-in. Examples include, but are not limited to, the individual is receiving inpatient treatment, otherwise incapacitated, unwilling to engage, or cannot be reached despite reasonably diligent efforts. The MCT shall document those instances where the individual cannot be engaged for follow-up.
- f. **Care Coordination:**
 - i. Contractor shall establish policies and procedures to ensure mobile crisis services are integrated into a whole person approach to care. Policies and procedures may include, but are not limited to:
 - 1. Contractor shall alert County BH within twenty-four (24) hours of a mobile crisis

response and provide basic information about the encounter (e.g., disposition of the mobile crisis call);

2. The County BH delivery system will inform the MCT if they are aware if the individual is receiving care management through targeted case management, Intensive Care Coordination, Enhanced Case Management, or any other benefit including non-Medi-Cal benefits such as Full-Service Partnership;
3. If MCT receives information that an individual is receiving services from a care manager, it will alert the individual's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements.
4. The MCT shall ensure that they have the individual's consent for these disclosures in cases where consent is required by applicable law.

g. Telehealth:

The use of telehealth (telephone and video interactions) may be used to expand MCT services. In addition to the staffing requirements listed above, the MCT may utilize telehealth as outlined in [BHIN 23-025](#) *III Mobile Crisis Team Requirements for Initial Crisis Response - a. Use of Telehealth to Supplement Mobile Crisis Team* or otherwise updated by DHCS.

h. Documentation:

- i. Contractor shall maintain the privacy and confidentiality of the individual's information in accordance with federal and state laws and regulations.
 1. Contractor shall comply with federal privacy and security rules under the Health Insurance Portability and Accountability Act.
 2. Contractor shall comply with federal substance use disorder confidentiality regulation, 42 Code of Federal Regulations Part 2.
- ii. Contractor agrees to submit provider directory data in the format required by the X12 274 Health Provider Directory standard. <https://www.dhcs.ca.gov/Documents/BHIN-22-032-County-Mental-Health-Plan-274-Provider-Network-Data-Reporting.pdf>
- iii. Contractor shall maintain all client records utilizing an Electronic Health Record (EHR) in compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH) ([Pub. L. No 111-005](#)).
 1. County shall provide for Contractor, staff specific user access to County EHR.
 2. Contractor shall utilize County EHR at no additional cost.
 - a. Contractor shall provide EHR technical assistance to their staff at their own expense.
- iv. The MCT shall document the individual's problems identified during the mobile crisis services encounter on the individual's problem list within the individual's medical record, consistent with documentation requirements outlined in [BHIN 23-068](#) (or superseding guidance).
- v. The MCT shall also create a progress note that includes all service components delivered to the individual, including any follow-up check-ins, referrals to ongoing supports, crisis planning, or facilitation of a warm handoff made as part of the MCT service encounter as well as required information for data collection.
 1. During follow-up with individual MCT shall attempt to obtain insurance

information and any demographic information missed during the initial assessment.

2. If the individual cannot be contacted for follow-up despite reasonably diligent efforts by the MCT, documentation in the individual's progress note shall be included.
 - vi. Contractor shall collect information for each encounter providing details including but not limited to, beneficiary demographics, crisis location and response time, disposition of the encounter, law enforcement involvement, and beneficiary satisfaction surveys as outlined in [BHIN 23-025 IX Reporting](#) or otherwise updated by DHCS.
 - vii. Contractor shall provide crisis intervention services and follow most current documentation requirements outlined in [BHIN-23-068](#) or otherwise updated by DHCS.
- B. Personnel, Supplies, and Equipment: Contractor shall provide staff trained in the service models provided, including but not limited to the following trainings provided by the Medical Mobile Crisis Training and Technical Assistance Center (M-TAC) found at <https://camobilecrisis.org/> or as otherwise updated by DHCS.
- a. Crisis Assessment
 - b. Trauma-Informed Care
 - c. Crisis Safety Planning
 - d. Crisis De-Escalation and Intervention Strategies
 - e. Harm Reduction
 - f. Culturally Responsive Crisis Care for Diverse Communities
 - g. Co-occurring Disorders/Responding to SUD Crises
 - h. Culturally Responsive Crisis Care for Tribal Communities
 - i. Culturally Responsive Crisis Care for Children, Youth, and Families
 - j. Culturally Responsive Crisis Care for Individuals/Families with Intellectual and Developmental Disabilities (IDD) – Adult

Contractor shall ensure personnel meet the following training requirements as required by County BHD:

Annual Training:

- a. Cultural Competency (4 hours annually)
- b. Fraud Waste and Abuse (may participate in County provided training)
- c. Cyber Security – administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information (PHI)
- d. Ethics Training – including confidentiality and legal issues, and boundaries

Bi-Annual Training: Law and Ethics: Involuntary Treatment and the 5150 Process (<https://www.calmhsa.org/5150-training/>)

Attestation of completed trainings must be submitted at the end of the specified reporting period or as requested by County

Contractor shall provide ongoing proof of M-TAC training prior to Contractor employee's participation on a Mobile Crisis Team. Failure to provide reports may result in County withholding payment until the time that reporting is provided.

Contractor shall provide all supplies and equipment required to provide services with the exception of items purchased by County utilizing MCT Grant Funding.

County shall inventory items purchased for MCT and monitor quarterly. Contractor shall be responsible for any service plans, repair, and/or replacement of items. Upon expiration or termination of this Agreement or subsequent renewals, inclusive of term extension in accordance with Article II, Term and/or at the end of an item's usable life, the Contractor shall return to County all County owned equipment. Lost or damaged items shall be reported to County Contract Administrator within twenty-four (24) hours of known loss/damage.

- a. Desktop Computer - two (2)
- b. Monitor (dual) – four (4)
- c. Laptop - fifteen (15)
- d. Laptop bag with locking capability (6)
- e. Keyboard and Mouse – four (4)
- f. Two-way communication device for non-cell coverage areas (not including data coverage/device plans) – two (2)
- g. Dash Cameras – two (2)
- h. Snow Tires – eight (8)
- i. Snow Chains – two (2 sets)

Contractor shall provide software, service plans and computer assistance as required. Software including anti-virus, remote tracking and appropriate access security measures shall be installed on all hardware accessing the county's EHR.

Contractor shall maintain no less than two (2) vehicles, inclusive of all modifications ensuring safe travel and transportation of clients and staff, to be utilized by the MCTs in the coverage areas defined herein.

- a. Contractor Owned/Leased Vehicles (WS & SLT)
 - i. Vehicle utilized for MCT shall meet safety and insurance requirements of the County.
 - ii. Contractor shall provide all required maintenance and maintenance costs of Contractor owned vehicles purchased/leased for the program.
 - iii. Contractor shall adhere to County Automobile Liability Insurance Requirement of not less than \$1,000,000.00 in the event that motor vehicles are used by the Contractor in the performance of the Agreement.

Contractor shall attest that those employees performing services under this Agreement have met the credential requirements, if needed, and are qualified to perform the duties and functions required to fulfill the contract obligations. Contractor further attests that they have verified that those employees performing services under this Agreement are not on any State and/or federal exclusion lists. For future hired staff, interns, and volunteers performing services under this Agreement, Contractor shall provide such verification with the quarterly reports. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years.

Contractor shall maintain access to language interpretation services in accordance with BHIN-23-025 or otherwise updated by DHCS. If mutually agree by Contractor and County, Contractor may utilize County contracted services.

- C. Referrals and linkage to services: Contractor shall make referrals for non-mental health services to meet the needs of the client. Contractor shall provide a written referral for services. Contractor shall follow-up with the client to verify services were pursued, identify any barriers to service that arrived, and help identify options to address service barriers. Contractor may make new referrals as may be needed to address further service needs or barriers to service.
- D. Reporting: Contractor shall collect and provide data as required, including the information identified in the Behavioral Health Planning and Reporting regulations [California Welfare and Institutions Code 5963.04](#) to the extent it is available, and in a format approved by the BHD to document the services provided and demonstrate the outcomes of the BHSA Project.

Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any reporting requirement or reporting component changes during the term of the Agreement.

Contractor shall provide the requested reports within thirty (30) days of notification of any additional reporting.

Reports must include, but are not limited to, the following:

- a. Ongoing: Contractor shall submit proof of cyber security and security, privacy, and ethics training completion prior to staff receiving access to County EHR. Following M-TAC Training course completion and prior to completing work on a Mobile Crisis Team, Contractor shall submit to BHD documentation of proof of completed training for staff providing services under this contract.
- b. FY Reports: Within thirty (30) days of the end of each FY, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to BHD through access to County EHR, unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the term of this Agreement. Forthcoming State policy detailing Behavioral Health Outcomes, Accountability and Transparency Report (BHOATR) data requirements shall be provided by County to Contractor, in accordance with the Article titled Notice to Parties, within thirty (30) days of the BHOATR policy release.

Upon request, in writing by County Contract Administrator, Contractor shall produce a report of staff activity including time in direct contact with clients, transportation time with and without clients, documentation time and time not actively engaged in contract work (on-call).

Contractor will be notified in writing of any additional reporting requirements identified to meet County, State and/or Federal reporting needs. Contractor shall return said report within the timeline specified.

Reports containing PHI or personally identifying information (PII) shall be sent via encrypted email, or as otherwise directed by County, to the County Contract Administrator.

Reports containing no PHI or PII shall be sent via email, or as otherwise directed by County.

Reports shall be emailed to:

BHAdmin@edcgov.us

**Sierra Mental Wellness Group
Exhibit B
Rate**

Rate: For the purposes of this Agreement, the monthly rate paid to the Contractor shall be all-inclusive (i.e., compensation, benefits, communication, fees, insurance, general printing and general duplication, general postage, administrative overhead). Indirect/Overhead supportive functions include but not limited to contract processing, payroll processing, invoice processing, paid holidays, executive administration time, infrastructure costs including rent/mortgage and utilities and all other costs related to business operations.

Rate is as follows:

Monthly Rate Not-to-Exceed	\$183,000/month
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Sierra Mental Wellness Group

Exhibit C

Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), and including California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental health disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, sexual orientation, gender identity, gender expression, genetic information, military and veteran status, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

THIS ASSURANCE is binding on the Contractor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Contractor Signature

Address of Contractor

Sierra Mental Wellness Group
Exhibit D
HIPAA Business Associate Agreement

This 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”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

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);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

- I. 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.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - 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, BA 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 BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 4. 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.
 5. Not disclose PHI disclosed to BA 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.
 6. De-identify any and all PHI of County received by BA 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. BA 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.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security

Rule”) in effect or as may be amended, including but not limited to 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA’s failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA 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. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA’s possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County 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.
- D. Make available to the County, or to the Secretary of Health and Human Services (the “Secretary”), BA’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA’s compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA 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 BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA’s use of disclosure of PHI.
 - D. County shall not request BA 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 BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. 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 BA, or created or received by BA 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 BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA 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 BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA 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 (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under 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 to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA 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 against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its 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 BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA 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 BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. 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 Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. 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.

- VIII. 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.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. 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.
- XI. 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.

Approval and Signatures

By: _____
Nicole Vanneman
Chief Executive Officer
Sierra Mental Wellness Group
"BA Representative"

Dated: _____

By: _____
Christianne Kernes, LMFT
Deputy Director, Behavioral Health Division
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Dated: _____

**Sierra Mental Wellness Group
Exhibit E
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual