

**AGREEMENT FOR SERVICES #9019**  
Mental Health Services Act Prevention and Early Intervention  
Crisis Care Mobile Unit

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**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 406 Sunrise Avenue, Suite 300, Roseville, California 95661, (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 63 (2004), otherwise known as the Mental Health Services Act (MHSA);

**WHEREAS**, this Agreement for Services #9019 is in accordance with the MHSA Three-Year Program and Expenditure Plan for Fiscal Years 2023/24 through 2025/26, adopted by the County Board of Supervisors on June 20, 2023 (Legistar file 23-0933), or as updated thereafter;

**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 Work," attached hereto and incorporated by reference herein.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from December 10, 2024 through June 30, 2026.

The parties shall have the option to extend the term for one (1) additional one (1) year term after the initial expiration date for a term not to exceed June 30, 2027, with no changes to the terms and conditions herein, unless the Agreement is amended. The option to renew shall be subject to written County Contract Administrator approval 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” except in those instances where Contractor obtains written approval from the HHSa Director or designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article titled “Scope of Services”, Exhibit A, “Scope of Work.”. 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. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit B marked “Rates,” incorporated herein and made by reference a part hereof.

Monthly Rates as set forth in Exhibit B may be re-negotiated annually between County and Contractor ahead of each fiscal year to be effective July 1. Rate change requests are subject to written approval by the County Contract Administrator or designee. Notice of any such rate changes shall be submitted in writing to Contractor in accordance with the Article titled “Notice to Parties.” Said notice shall be provided at least 30 days in advance of the rate change and shall become part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change does not conflict with any other provisions of this Agreement and does not exceed the annual Maximum Obligation in accordance with Article IV Maximum Obligation. Upon County HHSa’s written confirmation of acceptance of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the HHSa invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSa-Contractor-Resources>, and shall reference this Agreement number on their faces. Invoices shall follow the format specified by County Behavioral Health and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of back-up documentation must be attached to invoices for review and approval and shall reflect Contractor’s charges for the specific services billed on those invoices. County shall confirm receipt of invoice with Contractor.

Invoices must include the following information:

1. County Issued Agreement Number
2. Contractor Name and Address

3. Service Month
4. Invoice Total
5. Service Totals (Units and Cost total per service code)
6. 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>
<a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a> 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. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the HHSAs Chief Fiscal Officer.

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 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. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of MHSA funding in a Performance Contract, as required in Chapter 2 of the California Welfare & Institutions Code (WIC) beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667.

**Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at [https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa\\_plans.aspx](https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx)

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$4,129,000. In the event that the term of this Agreement is extended for the additional one (1) year in accordance with Article titled “Term,” the maximum obligation shall be \$7,055,000, as set forth in the tables below. In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement, including extensions unless otherwise amended.

**Initial Term Maximum Obligation**

<b>Funding Category/Term</b>	<b>December 10, 2024 – June 30, 2025</b>	<b>July 1, 2025 – June 30, 2026</b>	<b>Maximum Obligation</b>
Start-up Costs	\$105,000	\$0	\$105,000
MHSA	\$1,098,000	\$2,926,000	\$4,024,000
<b>TOTAL</b>	<b>\$1,203,000</b>	<b>\$2,926,000</b>	<b>\$4,129,000</b>

**Extended Term Maximum Obligation (If Option is Exercised)**

<b>Funding Category / Term</b>	<b>July 1, 2026 – June 30, 2027 (if Agreement is extended)</b>	<b>Maximum Obligation (if Agreement is extended)</b>
MHSA	\$2,926,000	\$7,055,000

The above tables represent the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, adopted MHSA Plan or Annual Update, 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. Any reallocation of funding will be prospective and not affect compensation for services rendered prior to the effective date of the reallocation. County shall issue at least 30-days written notice to Provider in accordance with the ARTICLE titled “Notice to Parties.”

**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 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 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 SAM system at <https://sam.gov/content/home>. 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.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Health Care Services (DHCS) that may apply to this contract:

Federal Funding Information			
<b>Contractor:</b>	Sierra Mental Wellness Group		<b>UEI #:</b> FPVJLY979DE3
<b>Award Term:</b>	12/10/2024 – 6/30/2026		<b>EIN #:</b> 23-7249387
<b>Total Federal Funds Obligated:</b> \$6,950,000.00			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.778			Medi-Cal Assistance Program
<b>Project Description:</b>	Mental Health Services Act Prevention and Early Intervention Crisis Care Mobile Unit		
<b>Awarding Agency:</b>	DHCS		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate:		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

## ARTICLE VI

**Lobbying Certification:** The 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**

**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 XII**

**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 XIII**

**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 XIV**

**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 XV**

**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 XVI**

**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 XVII**

**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. In the event County becomes aware of these possible actions in advance of County Board of Supervisors' action, County will make good faith efforts to notify Contractor.

## **ARTICLE XVIII**

**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 XIX**

### **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:
- a. The alleged default and the applicable Agreement provision; and
  - b. 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:

- a. 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.
- b. 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.
- c. 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:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
- c. 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.
- d. 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.

**ARTICLE XX**

**Transfer of Records:** In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

**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:

with a copy to:

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](mailto:hhsa-contracts@edcgov.us)

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

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA MENTAL WELLNESS GROUP  
406 Sunrise Ave. STE 300  
Roseville, CA 95661  
ATTN: Nicole Vanneman & Breeann Miller, Co-Executive Directors  
[nicolev@sierramentallowellness.org](mailto:nicolev@sierramentallowellness.org)  
[breem@sierramentallowellness.org](mailto:breem@sierramentallowellness.org)

or to such other location or email as the 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

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter into any lower tier or sub recipient covered transaction with any person(s) who are proposed for debarment under federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub recipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state Governments, County may immediately terminate this Agreement for cause or default.

## ARTICLE XXV

**Federal Equal Opportunity Requirements:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government Federal Rehabilitation Act of 1972 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance act of 1974 (38 U.S.C. 4212). Such notices

shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Contractor shall, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Federal Government or State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor shall comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1972, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the requirements herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and State contracts in accordance with the procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act,

the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment, must comply with the provisions contained in this Agreement.

The County acknowledges that Contractor is an independent entity and not a governmental agency. As such, Contractor is not exempt from applicable labor laws under the California Department of Labor or any relevant federal regulations. Contractor is therefore required to adhere to all state and federal employment laws, including, but not limited to:

A. **Meal and Rest Breaks:** Contractor must provide meal and rest breaks in accordance with California Labor Code §§ 226.7 and 512, including any penalty provisions related to missed breaks.

## **ARTICLE XXVI**

**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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- 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, 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 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of 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:
  - a. The insurer will not cancel the insured's coverage without prior written notice to County; and

- b. 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. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for 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. The acceptance, denial, or determination of coverage for any claims made under Contractor's insurance policies is solely at the discretion of the insurance carrier, and Contractor cannot be held responsible for outcomes determined by the carrier's independent assessment.

## ARTICLE XXVII

**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 XXVIII**

**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 XXIX**

**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 Contractor 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 XXX**

**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 XXXI**

**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 XXXII**

**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 XXXIII**

**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 XXXIV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Nicole Ebrahimi-Nuyken, Director of Behavioral Health, Behavioral Health Division, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA 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 HHSA 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 XXXV**

**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 XXXVI**

**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 XXXVII**

**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 XXXVIII**

**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 XXXIX**

**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 XL**

**Additional Terms and Conditions:** As a result of SB 389 (2019), MHSA was amended to authorize counties to use MHSA funding to provide services to persons who are participating in pre-sentencing or post-sentencing diversion programs, or who are on parole, probation, post-release community supervision, or mandatory supervision, effective January 1, 2020.

- A. 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 defined in the "Performance Agreement" between County and DHCS, or as may be amended or replaced, and incorporated by reference herein. Additionally, services shall be in compliance with the Mental Health Services Act Plan, or as updated thereafter. The Performance Agreement and the MHSA Plan are available at: [https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa\\_plans.aspx](https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx).
- B. **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 WIC of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her 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.
- C. 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.
- D. **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.
- E. **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. Failure to comply with required corrective action could lead to civil penalties, 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 Health and Human Services Agency.

- F. **Audits:** From time to time, the County or State may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or State in writing. The fact that the County or State inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or State's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor, auditors performing monitoring, or audits of the Contractor or its sub-contracting service providers shall immediately report to the County or State any incidents of fraud, abuse or other criminal activity in relation to this Agreement, federal, State, and County laws, rules, regulations, and ordinances.

- G. **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 (18<sup>th</sup>) 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.

- H. **Release of Information:** Contractor shall ensure that County HHSA is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- I. **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. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
  - d. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
    - i. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
    - ii. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.
  - e. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

f. 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.

J. **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 XLI

**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 XLII


**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:   
Nicole Ebrahimi-Nuyken (Nov 21, 2024 09:14 PST)  
Nicole Ebrahimi-Nuyken, LMFT  
Director of Behavioral Health  
Health and Human Services Agency

Dated: 11/21/2024

### Requesting Department Head Concurrence:

By:   
Olivia Byron-Cooper (Nov 21, 2024 09:29 PST)  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 11/21/2024

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*  
Nicole Vanneman (Nov 25, 2024 13:46 PST)  
Nicole Vanneman  
Chief Executive Officer  
"Contractor"

Dated: 11/25/2024

By:   
Breeann Miller (Nov 25, 2024 13:42 PST)  
Breeann Miller  
Chief Financial Officer

Dated: 11/25/2024



**Sierra Mental Wellness Group**  
**Exhibit A**  
**Scope of Work**

**Crisis Care Mobile Units (CCMU)**

El Dorado County’s Mental Health Services Act (MHSA) Fiscal Year (FY) 2023/24 through FY 2025/26 Program and Expenditure Plan and subsequent MHSA Annual Updates address specific goals for priority populations. The services provided under MHSA are consumer and family driven, recovery-oriented, accessible, culturally competent, and they offer integrated service experiences for consumers and their families.

Contractor agrees to furnish personnel and services in support of the Health and Human Services (HHS) Behavioral Health Division (BHD) Community-based Outreach and Linkage Project, funded through the Prevention and Early Intervention (PEI) Component/Access and Linkage to Treatment Programs.

PEI services are designed to be of short-term duration, usually six (6) months or less, and are intended to prevent serious mental illness/emotional disturbance by promoting mental health, reducing mental health risk factors, and by intervening to address mental health problems in the early stages of the illness. Some individuals may require services for a longer defined period of time. Individuals in need of indefinite mental health services or direct mental health services in excess of one (1) year, adults with a severe mental illness as defined by California Welfare and Institutions Code (WIC) Section 5600.3(b), and children with severe emotional disturbance as defined by WIC 5600.3(a), must be referred by Contractor to County HHS BHD for an assessment.

Contractor must adhere to and demonstrate compliance with the PEI requirements. Said requirements include:

- Outreach to families, employers, primary care healthcare providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
- Access and linkage to medically necessary care provided by mental health programs for children with severe mental illness, as defined in WIC Section 5600.3(b), as early in the onset of these conditions as practicable.
- Reduction in stigma associated with either being diagnosed with a mental illness or seeking mental health services.
- Reduction in discrimination against people with mental illness.

Further, Contractor shall comply with the amended PEI regulations effective July 1, 2018, or as may be replaced or amended hereafter. Said regulations are available at HHS Contractor Resources incorporated by reference as if incorporated herein at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHS-Contractor-Resources>.

Contractor also shall adhere to and demonstrate compliance, as applicable, to the MHSA General Standards, as outlined in Title 9, Division 1, Chapter 14, Article 3, “General Requirements”

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I4E6E35E04C6B11EC93A8000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I4E6E35E04C6B11EC93A8000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

The Community-based Outreach and Linkage Project is an access and linkage to treatment program in which County staff and/or contracted providers will work closely with primary care providers, hospitals, Public Health Nurses, community-based organizations, law enforcement, caring friends and family, and individuals in need of services to determine the appropriate referrals for individuals and families, and to work closely with those individuals and families in establishing services. Resource identification may include, but not be limited to, identifying service providers, support groups, housing options, and providing transportation. The program will utilize mobile services to the extent possible.

Each CCMU team 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 Department of Health Care Services. In addition, each CCMU team shall utilize one (1) additional provider of such services which may include Peer Support Specialists, Community Health Workers, Emergency Medical Technicians (EMTs) 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 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 HHSA BHD Community-based Outreach and Linkage Project funded through the County’s MHSA PEI 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.

Facility Address	3079 Harrison Ave, South Lake Tahoe, CA 96150
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- 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 (CMS), 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 CCMU 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 the Department of Health Care Services (DHCS)
  1. At least one (1) of the CCMU 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 CCMU team. If the LPHA is not on site, Contractor shall maintain a LPHA during all operating hours for on call consultation.
  3. CCMU team is designated hereto by County to place a patient meeting the criteria on an involuntary hold pursuant to [https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WIC&sectionNum=5150](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=5150).
- ii. Beginning no later than January 1, 2025, Contractor shall maintain, at a minimum, one CCMU 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) CCMU 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) CCMU for the hours of 5:00 pm to 8:00 am Monday through Friday and twenty-four (24) hours per day Saturday and Sunday and County holidays as incorporated herein at: <https://www.eldoradocounty.ca.gov/County-Government/County-Holidays>.
    3. CCMU team may serve outside of their service area on an as needed basis.
    4. Contractor may provide additional CCMU response in either service area and outside the hours defined above when agreed upon in writing by both County and Contractor.
  - iii. All CCMUs shall carry naloxone and staff shall be trained to administer in the event of a suspected overdose.
  - iv. Responding CCMUs shall remain on scene through the entirety of the crisis response.
  - v. In the event only one (1) CCMU member is available for response, law enforcement shall be engaged prior to crisis response. At no time shall a single CCMU 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 CCMU 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, CCMU 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 item II. Dispatch of Mobile Crisis Teams b. Standardized Dispatch Tool and Procedures.
  - 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 CCMU services, the call shall be handed off to the CCMU team during operating hours, the CCMU shall respond to the individual, as defined herein in accordance with BHIN 23-025.

iii. Initial face-to-face crisis assessment:

The CCMU 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 CCMU 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 CCMU. CCMU shall adhere to location examples and restrictions as defined by [BHIN 23-025](#) item *IV Mobile Crisis Encounter – i. Service Setting Restrictions*.
2. CCMU shall adhere to Response Time Standards as defined by [BHIN 23-025](#) item *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 areas<sup>1</sup>
3. The CCMU shall assess each situation and work with law enforcement for those situations the CCMU team determines may be unsafe for crisis response staff to ensure that the CCMU team are accompanied by law enforcement as needed.
4. When the CCMU 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 CCMU crisis team 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.

v. Crisis planning and Transport:

1. As appropriate during the mobile crisis services encounter, the CCMU 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*.
2. When appropriate, each CCMU encounter will also include:
  - a. Referrals to ongoing services; and/or

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<sup>1</sup> 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.



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.

5. The CCMU 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 CCMU services. In addition to the staffing requirements listed above, the CCMU may utilize telehealth as outlined in [BHIN 23-025 Medi-Cal Mobile Crisis Service Benefit Implementation III Mobile Crisis Team Requirements for Initial Crisis Response - a. Use of Telehealth to Supplement Mobile Crisis Team](#).

**h. Documentation:**

- i. Contractor shall maintain the privacy and confidentiality of the individual's information in accordance with federal and state law.
  1. Contractor shall comply with federal privacy and security rules under the Health Insurance Portability and Accountability Act (HIPAA).
  2. Contractor shall comply with federal substance use disorder confidentiality regulation, 42 Code of Federal Regulations Part 2.
- ii. 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.
- iii. The CCMU 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).
- iv. The CCMU shall also create a progress note that describes 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 CCMU service encounter.
  1. If the individual cannot be contacted for follow-up despite reasonably diligent efforts by the CCMU, documentation in the individual's progress note shall be included.
- v. 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](#).
- vi. Contractor shall provide crisis intervention services and follow most current documentation requirements outlined in BHIN-23-068 or most current Specialty Mental Health Services Billing Manual in the event EDCBH does not have DHCS approval to launch Mobile Crisis services.

- 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/>.
- 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 provide monthly M-TAC Training Confirmation Report. Failure to provide reports may result in County withholding payment until the time that reporting is provided.

Contractor shall provide prior to January 1, 2025 implementation, all supplies and equipment required to provide services with the exception of the following items provided by County at start-up.

Following contract execution, County shall provide the following items to Contractor to be utilized for CCMU services. Items shall be purchased by county utilizing CCMU Grant Funding in accordance with the second amendment to agreement for services 6256 (Legistar File ID #23-0066). County shall inventory items purchased for CCMU 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 items 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 prior to January 1, 2025 implementation, 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 CCMU teams in the coverage areas defined herein.

a. Contractor Owned/Leased Vehicles (WS & SLT)

- i. Vehicle utilized for CCMU 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. 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. Meetings: Contractor shall participate in community strengthening coalition meetings (comprised of County agencies and providers, such as hospitals and health care providers, HHSA/BHD/Public Health, and other community-based providers of mental health services and education services). Contractor also shall participate in quarterly [Cultural Competence Committee](#) meetings scheduled by BHD, [Behavioral Health Quality Improvement](#) meetings scheduled by BHD, and periodic service collaboration meetings as requested by BHD. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement. BHD or Contractor may request additional meetings.

- E. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations 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 MHSA 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. Monthly: Within thirty (30) days after the end of each month, Contractor shall submit to BHD documentation of services provided with the monthly invoice, inclusive of comprehensive M-TAC Training Confirmation Report detailing all past and new staff training completed. Contractor shall submit monthly Crisis Response reports including as defined by [BHIN 23-025](#) item IX. *Reporting* or otherwise updated by the DHCS. Satisfaction Surveys and Outcome Measures for the quarter are to be reported.
- b. Quarterly: Within thirty (30) days of the end of each quarter during the term of this Agreement and within thirty (30) days of the termination of this Agreement, contractor shall submit CCMU Quarterly Reports to the Contract Administrator for use in DHCS/Advocates for Human Potential (AHP) data reported by the Contractor and the county for Mobile Crisis Services. Quarters shall be defined as defined as July-September, October-December, January-March, and April-June.
- c. Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year, 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 unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the term of this Agreement. Additionally, satisfaction surveys and Outcome Measures for the Fiscal Year are to be reported. This fiscal year-end report shall include, at a minimum, the information identified in “Annual MHSA Year-End Progress Report,” Attachment A-1.

Upon request, in writing by 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 protected health information (PHI) or personally identifying information (PII) shall be sent via secure email, or as otherwise directed by County, to the Contract Administrator.

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

***Reports shall be emailed to:***

[MHSA@edcgov.us](mailto:MHSA@edcgov.us)

Demographic Reports may be submitted electronically via  
<https://forms.office.com/pages/responsepage.aspx?id=xw0e1YT0eEaC1jZmO6QX5eFYkz8vLnVHo4wpLybZ0NJUNU9NWkJLS0FCUVczOE9XUksxS0E3WUNXRiQ1QCN0PWcu>

**Attachment A-1**

**Annual MHSA Year-End Progress Report**

**Sierra Mental Wellness Group  
Community-Based Outreach and Linkage Project**

***Project Goals***

- Raise awareness about mental health issues and community services available.
- Improve community health and wellness through local services.
- Improve access to medically necessary care and treatment.
- Respond in a timely manner to crisis calls that include persons with mental health and/or substance use crisis needs.
- Coordinate crisis response services with law enforcement agencies, when appropriate, and reduce the amount of time law enforcement spends at the crisis.
- Collaborate with law enforcement and other first responders to crisis events, to meet the needs of individual in crisis and their families.
- Refer and link individuals seen by the CCMU to needed services.
- Provide follow-up services after a crisis to ensure the individual is receiving needed services.
- Provide supportive services tor family member during the crisis and through follow-up services.

***Numbers Served and Cost***

<b>Expenditures</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
MHSA Budget			
Total Expenditures			
Unduplicated Individuals Served			
Cost per Participant			
Indirect Service Costs			
<b>Age Group</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
0-15 (children/youth)			
16-25 (transitional age youth)			
26-59 (adult)			
Ages 60+ (older adults)			
Unknown or declined to state			

<b>Race</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Other Pacific Islander			
White			
Other			
Multiracial			
Unknown or declined to state			
<b>Ethnicity by Category</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
<b>Hispanic or Latino</b>			
Caribbean			
Central American			
Mexican/Mexican-American/Chicano			
Puerto Rican			
South American			
Other			
Unknown or declined to state			
<b>Non-Hispanic or Non-Latino</b>			
African			
Asian Indian/South Asian			
Cambodian			
Chinese			
Eastern European			
Filipino			
Japanese			
Korean			
Middle Eastern			
Vietnamese			
Other			
Multi-ethnic			
Unknown or declined to state			

Primary Language	FY 2024-25	FY 2025-26	FY 2026-27
Arabic			
Armenian			
Cambodian			
Cantonese			
English			
Farsi			
Hmong			
Korean			
Mandarin			
Other Chinese			
Russian			
Spanish			
Tagalog			
Vietnamese			
Unknown or declined to state			
<b>Sexual Orientation</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Gay or Lesbian			
Heterosexual or Straight			
Bisexual			
Questioning or unsure of sexual orientation			
Queer			
Another sexual orientation			
Declined to State			
<b>Gender</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Assigned sex at birth:			
Male			
Female			
Declined to answer			
Current gender identity:			
Male			
Female			
Transgender			
Genderqueer			
Questioning / unsure of gender identity			
Another gender identity			

<b>Primary Language</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Declined to answer			
<b>Disability</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Difficulty seeing			
Difficulty hearing or having speech understood			
Mental disability including but not limited to learning disability, developmental disability, dementia			
Physical/mobility			
Chronic health condition/chronic pain			
Other (specify)			
Declined to state			
<b>Veteran Status</b> <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Yes			
No			
Unknown or declined to state			
<b>Region of Residence</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
West County			
Placerville Area			
North County			
Mid County			
South County			
Tahoe Basin			
Unknown or declined to state			
<b>Economic Status</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
Extremely low income			
Very low income			
Low income			
Moderate income			
High income			
<b>Health Insurance Status</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>

Private			
Medi-Cal			
Medicare			
Uninsured			



**Sierra Mental Wellness Group  
Community-Based Outreach and Linkage Project**

**Annual Report FY \_\_\_\_\_**

Please provide the following information for this reporting period:

- 1) Briefly report on how implementation of the Community-based Outreach and Linkage Project is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSA Plan), and any major accomplishments and challenges.
- 2) Briefly report on how the Community-based Outreach and Linkage Project has improved the overall mental health of El Dorado County residents, and how the Community-based Outreach and Linkage Project has addressed the negative outcomes that result from untreated mental illness (suicide, incarceration, unemployment, homelessness, prolonged suffering, school failure or dropout, and removal of children from home).
- 3) Provide a brief narrative description of progress in providing services through the Community-based Outreach and Linkage Project to unserved and underserved populations.
- 4) Provide a brief narrative description of how the Crisis Care Mobile Unit (CCMU) services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
- 5) Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
- 6) Provide the outcomes measures of the services provided and of customer satisfaction surveys. Outcome measures for the Community-based Outreach and Linkage project are:
  - Measurement 1: Number of persons with a mental health and/or substance use crisis who receive a response from the CCMU.
  - Measurement 2: Number of persons who receive a follow-up service.
  - Measurement 3: Number of persons who are linked to services.
  - Measurement 4: Number of family members who receive services from CCMU and as a follow-up service.
  - Measurement 5: Number of persons with a crisis who do not have another crisis within six months.
  - Measurement 6: Number of persons receiving a mobile crisis service who do not require an inpatient psychiatric placement

**Sierra Mental Wellness Group  
Exhibit B  
Rates**

Rates: For the purposes of this Agreement, the monthly rates paid to the Contractor will 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.

Rates are as follows:

<b>Category</b>	<b>Not-to-Exceed</b>
<b>Monthly Rate</b> beginning (1/1/25)	\$183,000/month
<b>Start-up Costs:</b> One-time all-inclusive reimbursable start-up costs from 12/10/24-12/31/24 include one-time costs related to Program Planning including administrative costs, training, staff salaries. Reimbursable one-time start-up costs include initial office space rental, office partitions, general supplies, vehicle for use in CCMU dispatch.	\$105,000/one-time start-up costs

**Sierra Mental Wellness Group**

**Exhibit C**

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

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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; 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, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 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, Contractor 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.

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

11/25/2024  
Date

*Nicole Vanneman*  
Nicole Vanneman (Nov 25, 2024 13:46 PST)  
Contractor Signature

406 Sunrise Ave, Suite 300 RSVL, Ca 95661  
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”).

**RECITALS**

**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*  
Nicole Vanneman (Nov 25, 2024 13:46 PST)

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

Dated: 11/25/2024

By: *N. Ebrahimi-Nuyken*  
Nicole Ebrahimi-Nuyken (Nov 21, 2024 09:14 PST)

Nicole Ebrahimi-Nuyken, LMFT  
Director of Behavioral Health  
El Dorado County Health and Human Services Agency (HHSA)  
"HHSA Representative"

Dated: 11/21/2024

**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 two hundred and fifty dollars (\$250) 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 \$250 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. 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 \$250 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. 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.

11/25/2024

Date

Sierra Mental Wellness Group

Type or write name of company

Nicole Vanneman  
Nicole Vanneman (Nov 25, 2024 13:46 PST)

Signature of authorized individual

Nicole Vanneman

Type or write name of authorized individual