

AGREEMENT FOR SERVICES #9074
School/Community-Based Dialectical Behavior Therapy
and
Transitional Age Youth First Episode Psychosis – NAVIGATE Model

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 Child and Family Services, Inc., a California nonprofit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, California 95619 and whose mailing address is Post Office Box 1987, Diamond Springs, California 95619. (hereinafter referred to as "Provider");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Provider to provide School/Community-Based Dialectical Behavior Therapy (DBT) and Transitional Age Youth First Episode Psychosis (FEP) services;

WHEREAS, Provider responded to Request for Qualifications (RFQ) #24-0047 for DBT & FEP Services on May 13, 2024, wherein Provider represented to County that it is qualified to perform the special services described in ARTICLE I, Scope of Services;

WHEREAS, Provider 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 Provider 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 Provider mutually agree as follows:

ARTICLE I

Scope of Services: Provider agrees to furnish the personnel and equipment necessary to provide:

A. Dialectical Behavior Therapy Services: Provider agrees to provide a licensed, waived, or registered mental health professional ("Clinician"), and if necessary, a Mental Health Worker or Mental Health Assistant, for the provision of DBT and DBT-informed services ("DBT services") to eligible students ("Youth") at high schools in El Dorado County, or at locations in the community as approved by County.

1. Said Clinician shall provide DBT services and groups when school is in session. During school summer break, winter break, or other times of school closures or holidays (collectively referred to as "school holiday periods"), DBT services may be provided on a modified basis to meet the needs of the students and families. If necessary, a Mental Health Worker or Mental Health Assistant shall assist with co-facilitating DBT services or perform other supporting activities that do not require a Clinician. Provider also may provide DBT groups, integrated through the Student Wellness Centers at the high schools.
2. DBT services shall emphasize wellness and recovery, and be resilience-focused: "Wellness, Recovery, and Resilience Focused" includes the provision of services in a manner that focuses on the consumer's wellness, increasing resiliency, and promoting recovery utilizing hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
3. DBT services may include, but are not limited to the following: Assessment, Youth group classes, individual counseling, family counseling, parent/family DBT skills group, peer "Skills Coaches" training, and consultation groups. Youth participating in DBT groups are eligible for supplemental individual and family counseling.
4. A six (6) week Parent/Family DBT Skills Group shall be offered to parents/families who want to participate. Parent/Family DBT Skills Group shall be co-facilitated by a Clinician and Youth DBT participants, giving the Youth participants an opportunity (with support) to educate their caregivers on the skills they are learning/using and encouraging parent/family support (and own use) with the new skill set.
5. During summer and winter school breaks, therapeutic social and recreational DBT groups shall be offered, which will provide an opportunity for Youth to continue to have support as well as provide opportunities to practice their DBT skills in a more relaxed recreational environment.
6. Following successful completion of all of the DBT modules, Youth who demonstrate effective use of the skills in their own life, and those who express a willingness, can assist in facilitating as Peer "Skills Coaches" under the guidance of a Clinician, and while participating in a mandatory DBT Consultation Group.
7. For those Youth with more pervasive concerns, skill development as well as early engagement with local behavioral health providers will help to protect against the development of behavioral health disorders, especially for at-risk individuals characterized by early indicators of mental health needs (e.g., school difficulties, attention problems, sad or anxious mood, and/or family conflict). When necessary, Provider shall provide written referrals and ensure linkages to services as may be needed to address service needs and/or barriers to service. Provider shall develop a referral, tracking, and monitoring process for Youth receiving services. Provider shall follow up with the Youths to verify services were pursued, identify any barriers to service that arose, and help identify options to address barriers.
8. Outreach and Engagement Activities: Outreach and Engagement activities are required DBT program requirements. Provider shall not invoice County for costs (aside from staff time) related to outreach and engagement activities. Provider shall have food provided at all peer Skills Coaching training, the DBI skills groups, and at the parent/family DBT groups. Providing food to the training and groups also brings fidelity to the model. DBT groups on campus are offered during breakfast and lunch hours and shall have food

available to assist in the learning process by building rapport and providing a nurturing environment conducive to learning therapeutic coping skills and strategies. At the parent/family groups, a light dinner meal shall be provided to all participants. Providing food will serve to provide a relaxing environment conducive to learning and enhancing the meal and it will prevent parents from entering the meeting late due to preparing dinner. Outreach and Engagement Activities also includes participant transportation costs to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.

9. Socialization Activities: To assist participants in skill use in a community setting, as well as provide support during school holiday periods, therapeutic social and recreational DBT groups shall be offered. These activities will help the clients develop healthy leisure skills and reinforce social connectedness. Both therapists and peer Skills Coaches shall work closely with clients individually and within the group to encourage skills use in relevant contexts, thus enhancing their ability to manage their lives more effectively. Socialization activities are required DBT program requirements. Provider shall not invoice County for costs (aside from staff time) related to socialization activities.
 10. DBT Module: At all sites served under this Agreement, Provider shall utilize a recurring 12 to 14 week, five (5) module DBT group, using Alec Miller's Model designed for an Outpatient Adolescent population.
 11. Performance Indicators: Provider shall report on the following performance indicators:
 - a. Each participant can verbally identify one skill from each module of the DBT Skills Training;
 - b. Participants will stay enrolled in, and consistently attend and engage in, school (e.g., excused absences only and Youth shall complete homework); and
 12. Cultural Competency: Provider shall at all times, have the internal capacity to provide the services called for in this Agreement with the personnel that have the requisite cultural and linguistic competence required to provide the services under this Agreement. Said services shall be provided at no cost to program participants.
- B. First Episode Psychosis Services:** The FEP program shall serve Youth age fourteen (14) through twenty-four (24), who have experienced or are experiencing the symptoms of early psychosis, including but not limited to:
1. Onset of psychotic symptoms in the past twenty-four (24) months;
 2. Subthreshold symptoms of psychosis;
 3. Recent deterioration in Youth with a parent or sibling with a psychotic disorder. These Youth may also have a concurrent substance use disorder.

Provider agrees to provide clinical staff and, if necessary, mental health worker or mental health assistant, for the provision of FEP services to eligible clients. All clients shall be served regardless of insurance status (e.g., private insurance, Medi-Cal, Medicare, or uninsured).

1. Early Diagnosis And Preventative Treatment (EDAPT) Model: Clients shall be identified either by County Behavioral Health or Provider staff for referral to the FEP program. Provider shall utilize the Coordinated Specialty Care EDAPT model offered by UC Davis to strengthen and build programs and expertise to effectively meet the needs of these high risk, high need individuals and their families. Provider shall provide the following EDAPT elements:
 - a. Psychiatric Assessment Assistance: Provider shall provide case management and linkage assistance to ensure a thorough psychiatric and psychosocial assessment to determine areas where targeted treatment is needed.
 - b. Medication Management: Provider shall provide case management supports and services to clients and family members to ensure medication compliance and

- monitoring of medication efficacy and side effects.
- c. Case Management and Support: Provider shall provide a clinical case manager who helps to identify the client's unique needs and recovery goals, which will be used to assist development of a treatment plan that encourages the client to build upon their strengths and take an active role in treatment decisions.
 - d. Individual/ Family Psychoeducation and Support Groups: Groups as often as weekly for clients and their family members designed to provide support and improve understanding of the illness, develop stress and symptom management techniques, and enhance communication and problem-solving skills. Specific groups may include:
 - i. Peer Symptom Management Groups
 - ii. Substance Abuse Management Groups
 - iii. Family Member Support Groups
 - iv. Creative Arts Groups
 - e. Multi-family Psychoeducational and Support Groups: As often as weekly multi-family groups for families based upon the PIER treatment model. Psychoeducation and support shall be provided to increase understanding about the illness, improve stress management and communication skills within the family, and develop problem solving skills.
 - f. Education and Employment Support: Provider shall provide or link clients to supported education and employment services within their community. These services can be provided within the client's home, school, or workplace to improve everyday functioning and help clients achieve their goals of social, academic, and occupational recovery.
 - g. Crisis Support/ Stabilization: Provider shall provide an On-Call Mental Health (MH) Worker Aide/ Family Advocate to provide on-call telephone support for families at the time of crisis. The On-Call MH Aide shall coordinate with crisis staff in the Emergency Department (ED) to provide appropriate support during the crisis, talking with family/support persons to help them understand what to expect while in the ED; before they go to the psychiatric hospital when the person meets criteria for inpatient hospitalization; and after discharge from the ED or hospitalization. The On-Call MH Aide shall also link the individual and the family/support to other members of the FEP team and other community resources to provide assistance and a smooth transition to longer term treatment options.
2. Outreach and Engagement Activities: Provider may provide food at family meetings and other groups where Youth, parents, caregivers, and friends that the Youth wish to include, may be invited to participate and learn about how to be a support to the Youth. In those meetings, refreshments and snacks are available to assist with the learning process, by building rapport, and creating a nurturing environment conducive to learning therapeutic coping skills and strategies. Providing food brings fidelity to the model. This category also includes transportation costs to ensure that participants are able to access services. Provider shall not invoice County for costs (aside from staff time) related to outreach and engagement activities.
 3. Performance Indicators: Provider shall report on the following performance indicators:
 - a. Engagement:
 - i. Youth will continue to engage with their case manager in an effort to achieve their treatment goals.
 - ii. Youth who are attending school will stay enrolled in, and consistently attend and engage in, school (e.g., excused absences only and Youth shall complete

- homework).
- iii. Youth who are working will remain employed to the extent that continued employment is with the Youth's control (e.g., quitting a job versus a company layoff).
 - iv. Youth seeking employment will utilize services at the County's Employment Resource Center, at least two (2) times per week.
 - v. Youth who are volunteering will continue to volunteer to the extent that the activity does not interfere with their treatment, education, or employment.
 - a) Youth shall maintain medication compliance and attend all medication support appointments. Provider shall monitor attendance and attend appointments when appropriate.
 - b) Youth shall graduate from FEP services into a lower level of services while achieving the above-identified performance indicators.
 - c) Provider shall use the Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA) for each Youth, as age appropriate, every three (3) months.
 - d) Provider shall implement the Pediatric Symptom Checklist (PSC-35) for each Youth, as age appropriate, every three (3) months.
4. Cultural Competency: Provider shall at all times, have the internal capacity to provide the services called for in this Agreement with the personnel that have the requisite cultural and linguistic competence required to provide the services under this Agreement. Said services shall be provided at no cost to program participants.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of August 1, 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 through June 30, 2027, with the same terms/conditions contemplated in the Article titled, "Scope of Services," or as amended. The option to renew shall be subject to HHSA Director approval upon written notification in accordance with the Article titled "Notice to Parties."

ARTICLE III

Compensation for Services:

- A. **Rates:** For the purposes of this Agreement, the hourly rate paid to Provider shall be all-inclusive (i.e., wages, benefits, overhead, and administrative costs) and in accordance with the following.

Staff	Rate per hour
Clinician	\$70/hour
Mental Health Worker or Mental Health Assistant	\$50/hour

- B. **Invoices:** It is a requirement of this Agreement that Provider shall submit an original invoice, similar in content and format with the following sample available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> and shall reference this Agreement number on their faces.

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

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

or to such other location or email as County directs.

For services provided herein, including any deliverables that may be identified herein, Provider shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Provider provides services in accordance with Article I, "Scope of Services". For all satisfactory services provided herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Provider fails to comply with any provision of this Agreement until such time as the required invoice, documentation, deliverables or financial reports are received.

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 Health and Human Services Agency's Chief Fiscal Officer.

Upon request from County's Contract Administrator, Provider 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 Provider fails to deliver, in the format specified, the deliverables and financial 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 invoice, documentation, deliverables or financial reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$960,408.00 inclusive of all costs, taxes, and expenses. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term, the maximum obligation shall not change.

Description	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Not-to-Exceed
DBT Services	\$105,000	\$105,000	\$105,000	\$315,000
FEP Services	\$205,408	\$220,000	\$220,000	\$645,408
Maximum Obligation:	\$310,408	\$325,000	\$325,000	\$960,408

The above table represents the composition of the total not-to-exceed budget for this Agreement. Contingent upon written County Contract Administrator, or designee, and Chief Fiscal Officer, or designee, approval, County may reallocate the funding listed herein, as needed, among service types and fiscal years, based on funding availability. 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 Provider who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or Provider remains in good standing with the federal government throughout the life of the agreement/contract.

Provider 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 Provider that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Provider to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Provider 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 Provider is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Provider is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. 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 that may apply to this contract:

Federal Funding Information			
Provider:	Sierra Child and Family Services, Inc.		UEI #: DU4NSW15VFO3
Award Term:	July 1, 2024 – June 30, 2026		EIN #: 68-0166134
Total Federal Funds Obligated: Not to Exceed \$960,408			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.958		07/01/2024	Community Mental Health Services Block Grant
Project Description: Mental health services for adults with serious mental illness and children with serious emotional disturbance.			
Awarding Agency: Substance Abuse and Mental Health services Administration and the Center for Mental Health Services.			
Pass-through Entity County of El Dorado, Health and Human Services Agency			
Indirect Cost Rate or de minimus		Indirect Cost Rate: 25% De minimus <input type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

ARTICLE VI

Lobbying Certification: Provider, 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 Provider, 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 Provider 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://www.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. Provider 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. Providers receiving a Contract Monitoring Survey shall, within sixty (60) 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 within the specified time period may result in the withholding of payment from the Provider 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 Provider 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 Provider 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.
- F. In accordance with 45 Code of Federal Regulations (CFR) § [75.342\(a\)](#), § [75.352](#), Provider shall engage with County and the Department of Health Care Services (DHCS) to provide requested documentation and make available a site visit as part of the DHCS MHBG Program Review of FY 2023-24 in which Provider administered the same or similar services under Agreement for Services 6989.
 - 1. Provider shall work with County to review and, as necessary dispute, DHCS findings, recommendations, and suggested improvements.
 - 2. Provider shall work with County to develop Plan of Corrections (POC) within 60 days of County's receipt of findings. Provider shall work with County on any subsequent POC revisions.
- G. The obligations of this provision shall survive after the expiration or earlier termination of this Agreement as they relate to services rendered hereunder.

ARTICLE VIII

Nondiscrimination:

- A. County may require Provider's services on projects involving funding from various state and/or federal agencies, and as a consequence, Provider shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including

but not limited to the following: Provider 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; Provider 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. Provider and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Provider shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Provider'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. Provider shall comply with Exhibit A, marked "Provider Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Provider shall acknowledge compliance by signing and returning Exhibit A upon request by County.

ARTICLE IX

Taxes: Provider certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Provider to County. Provider 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 Provider 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 shall provide Provider advance written notice of such termination, allowing Provider at least thirty (30) calendar days to provide a written response. Termination shall 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

Provider 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 Provider, and Provider may perform similar work or services for others. However, Provider 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 Provider's responsibilities or hinder Provider's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

Confidentiality: Provider 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. Provider, and all Provider'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:

Provider may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Provider shall be a Business Associate of the County and shall comply with the applicable provisions set forth in Exhibit B, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

Provider shall follow all requirements listed within the BAA and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Provider agrees to hold the County harmless for any breaches or violations.

ARTICLE XV

Assignment and Delegation: Provider is engaged by County for its unique qualifications and skills as well as those of its personnel. Provider 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 Provider receives written consent to subcontract services under this Agreement, Provider is required to ensure subcontractor remains in compliance with the terms and conditions of this

Agreement. In addition, Provider 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 Provider: The parties intend that an independent Provider relationship will be created by this contract. Provider 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. Provider 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 Provider. Those persons will be entirely and exclusively under the direction, supervision, and control of Provider.

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 Provider performs the work or services for accomplishing the results. Provider understands and agrees that Provider lacks the authority to bind County or incur any obligations on behalf of County.

Provider, including any subcontractor or employees of Provider, 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. Provider 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 Provider. Provider shall not be subject to the work schedules or vacation periods that apply to County employees.

Provider 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 Provider provides for its employees.

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

ARTICLE XVIII

Audit by California State Auditor: Provider 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, Provider 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:
1. The alleged default and the applicable Agreement provision; and
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Provider 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 Provider, the excess costs to procure from an alternate source.
2. County shall pay Provider the sum due to Provider 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

Provider under this Agreement and the balance, if any, shall be paid to Provider upon demand.

3. County may require Provider to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Provider in this Agreement proves to have been false or misleading in any respect.
 3. Provider fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Provider.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Provider 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 Provider, 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, Provider 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

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-contract@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

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

Notices to Provider shall be addressed as follows:

Sierra Child & Family Services, Inc
PO Box 1987
Diamond Springs, CA 95619
ATTN: Barry Harwell, Executive Director
barryh@sierrachild.org

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

ARTICLE XXI

Change of Address: In the event of a change in address for Provider's principal place of business, Provider's Agent for Service of Process, or Notices to Provider, Provider 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 XXII

Indemnity: To the fullest extent permitted by law, Provider 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 Provider 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 Provider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Provider 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 XXIII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Provider 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 Provider in the performance of the Agreement.
- D. In the event Provider 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. Provider 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. Provider 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, Provider 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 Provider agrees that no work or services shall be performed prior to the giving of such approval. In the event the Provider fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Provider'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 Provider'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 Provider 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. Provider's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Provider cannot provide an occurrence policy, Provider 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 the County.

ARTICLE XXIV

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 XXV

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 XXVI

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 Provider and performing work for County and who are considered to be a Provider 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.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, 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 Provider becomes aware of a conflict of interest related to this Agreement, Provider 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), Provider shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Provider, if any, to any officer of County.

ARTICLE XXVII

California Residency (Form 590): If Provider is a California resident, Providers 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 Provider will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Provider during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVIII

County Payee Data Record Form: All independent Providers 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 XXIX

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. Provider 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 XXX

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

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Justine Collinsworth, LMFT, Manager of Mental Health Programs, Behavioral Health Division, Health and Human Services Agency (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 Provider with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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 XXXVI

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 XXXVII

Additional Terms and Conditions: Provider acknowledges and agrees that this Agreement is intended to implement the following programs and agreements: Funding Agreement 2024-26 MHBG, or as may be amended or replaced, Community Mental Health Services Block Grant Funding, made by reference a part hereof, and available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>.


ARTICLE XXXVIII

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 XXXIX

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: 
Justine Collinsworth, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Dated: 12/30/2024

Requesting Department Head Concurrence:

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

Dated: 12/31/2024

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


-- COUNTY OF EL DORADO --

By: _____

Chair
Board of Supervisors
"County"

Dated: _____

2/25/25

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: _____


Deputy Clerk

Dated: _____

2/25/25

-- SIERRA CHILD & FAMILY SERVICES, INC. --

By: _____


Barry Harwell (Dec 31, 2024 14:05 PST)
Barry Harwell
Executive Director
"Provider"

Dated: _____

12/31/2024

Sierra Child & Family Services, Inc.

Exhibit A

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

Provider 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 PROVIDER 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, Provider 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 Provider directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

12/31/2024

Date


Barry Harwell (Dec 31, 2024 18:59 PST)

Provider Signature

Address of Provider

Sierra Child & Family Services, Inc.
Exhibit B
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 Provider (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 subProviders 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 subProviders 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, subProviders, 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, subProviders, 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:  Barry Harwell (Dec 31, 2024 18:59 PST) Dated: 12/31/2024
Barry Harwell
Sierra Child & Family Services
"BA Representative"

By:  Justine Collinsworth (Dec 31, 2024 15:06 PST) Dated: 12/31/2024
Justine Collinsworth, LMFT
Manager of Mental Health Programs
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Sierra Child & Family Services, Inc.
Exhibit C
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 Provider'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.

12/31/2024

Date

Sierra Child & Family Services

Type or write name of company


Barry Harwell (Dec 31, 2024 18:59 PST)

Signature of authorized individual

Barry Harwell

Type or write name of authorized individual

