



RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Resolution Authorizing Health and Human Services Agency Director or Chief Assistant Director to Execute Mental Health First Aid and safeTALK Community Funding Assistance Funding-Out Agreements and related Amendments for Fiscal Years 2026/27, 2027/28 and 2028/29

WHEREAS, the County of El Dorado (“County”) Health and Human Services Agency (“HHSA”), Behavioral Health Division (BHD) is a department of County and is overseen by the County Board of Supervisors (Board);

WHEREAS, HHSA’s BHD is responsible for implementing the Behavioral Health Services Act (BHSA), passed into law through Proposition 1 in March 2024, including the Behavioral Health Services and Supports, Workforce Education and Training category;

WHEREAS, in accordance with Board adopted BHSA Integrated Plan 2026/2027 through 2028/2029 (Legistar File: 26-0751), and subsequent intermittent updates, HHSA provides Mental Health First Aid (MHFA) and safeTALK training for community members seeking to become providers or current providers seeking to expand service delivery;

WHEREAS, through the Community Education Initiative (CEI) Program, HHSA BHD will undergo an annual informal bidding process to select providers to be awarded MHFA and safeTALK Community Funding Assistance (“Grantees”), during the three-year period covering Fiscal Years (FY) 2026/27, 2027/28 and 2028/29, with the resulting funding out agreements to have a one-year term and a maximum obligation of \$5,000 per FY, in which Grantees shall provide County residents with certified MHFA instruction or with certified safeTALK instruction;

WHEREAS, with the CEI funding provided, Grantees will deliver a valuable public service that will help individuals reduce stigma, develop an understanding of mental illness, and identify warning signs of mental illness and suicide using evidence-based practices;

WHEREAS, in order to expedite the processing of the funding-out agreements necessary for community members to contract with the County for this program, the Board desires to authorize the HHSA Director or Chief Assistant Director to execute these agreements for FYs 2026/27, 2027/28 and 2028/29, utilizing the MHFA and safeTALK Community Funding Assistance Funding-Out template (Attachment A) included herein, contingent upon final approval of the agreements by County Counsel and Risk Management, as applicable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby authorizes the HHSA Director or Chief Assistant Director to execute future funding out agreements with selected Grantees, using the Community Funding Assistance Funding-Out template (Attachment A), for a term of one-year and maximum obligation of \$5,000 per FY per agreement, during FYs 2026/27, 2027/28 and 2028/29, inclusive of amendments thereto that do not extend the term or increase the maximum obligation of the agreements, contingent upon final approval by County Counsel and Risk Management, as applicable.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 18th day of August 2026, by the following vote of said Board:

Attest:	Ayes:
Kim Dawson	Noes:
Clerk of the Board of Supervisors	Absent:

By: _____	_____
Deputy Clerk	Chair, Board of Supervisors
	Brooke Laine

FUNDING OUT AGREEMENT # _____
Mental Health First Aid and safeTALK Community Funding Assistance

THIS FUNDING OUT 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 _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is [*INSERT Company name, physical address*] (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, County’s Health and Human Services Agency (HHS) has been allocated Community Education Initiative (CEI) funding through the Behavioral Health Services Act (BHSA), to provide funding for the facilitation of Mental Health First Aid (MHFA) or safeTALK to County residents;

WHEREAS, this Funding Out Agreement (Agreement) is in accordance with the County’s BHSA Three-Year Integrated Plan for Fiscal Years (FY) 2026/27 through 2028/29, adopted by the County Board of Supervisors on June 23, 2026 (Legistar file: 26-0751);

WHEREAS, the purpose of CEI funding is for Grantee to provide County residents with certified MHFA instruction or with certified safeTALK instruction;

WHEREAS, Grantee was selected through the County’s informal bidding process for award of funding for the facilitation of MHFA or safeTALK to County residents;

WHEREAS, Grantee has agreed to act as the fiscal agent of said funding and to coordinate the programs as outlined herein;

WHEREAS, with the CEI funding provided herein, Grantee will deliver a valuable public service that will help individuals reduce the stigma and develop an understanding of mental illness, and identify warning signs of mental illness and suicide using evidence-based practices;

WHEREAS, County has determined that the provision of such services provided by Grantee are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant’s stated purpose;

WHEREAS, Grantee has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I, Use of Funds and Payment and County relies upon those representations;

NOW, THEREFORE, County and Grantee mutually agree as follows:

ARTICLE I

Use of Funds and Payment:

Use of Funds: Grantee agrees to utilize the funds allocated herein for the following purposes:

1. To obtain certification as a MHFA instructor through the National Council for Mental Wellbeing;
OR
2. To obtain certification as a safeTALK instructor through LivingWorks;
AND/OR
3. To provide El Dorado County residents with certified course instruction for any of the available course curriculum established by the National Council for Mental Wellbeing or LivingWorks.

Grantee shall not charge a fee to community members for certification or course attendance for MHFA or safeTALK courses taught with County funding received through this Agreement. Grantee shall not receive any alternative funding or wage for the courses and/or certifications included herein and reported as part of this Agreement.

Grantee shall provide certified course instruction in accordance with the course curriculum as established by the National Council for Mental Wellbeing or LivingWorks, including use of the curriculum materials. In accordance therewith, Grantee shall not claim to give medical or professional mental health advice, offer or use course information as a substitute for medical care or counseling, or claim to be a medical or mental health professional while delivering informational courses included in this Agreement. Grantee shall be solely responsible for providing a suitable location for the provision of MHFA or safeTALK courses, including the need for any equipment to conduct the courses.

Grantee shall instruct a minimum of **XX** courses prior to June 30, 202**X**. Courses taught between July 1 and June 30 will be counted toward the minimum course requirement. Failure of Grantee to instruct the above-identified minimum number of courses may result in Grantee relinquishing their eligibility for future BHSA CEI awards. No less than forty-five (45) days prior to a course, Grantee may request curriculum materials from County at no additional cost by emailing BHAdmin@edcgov.us.

Payment: County agrees to pay Grantee funds in an amount not to exceed \$ _____ within forty-five (45) days of receipt and approval of an original invoice(s) similar in content and format with the HHSA invoice template linked online at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, which shall reference this Agreement on its face.

- A. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Grantee may direct per the Article titled "Notice to Parties."

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

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement..

ARTICLE II

Term: This Funding Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 202X.

ARTICLE III

Reports Required: Grantee shall collect and provide data as required, including the information identified in the Behavioral Health Planning and Reporting regulations California [Welfare and Institutions Code \(WIC\) 5963.04](#) to the extent it is available, and in a format approved by the HHSA Behavioral Health Division (BHD) to document the services provided and demonstrate the outcomes of the BHSA Project. Grantee must maintain the ability to utilize and transmit data electronically and securely via high-speed internet. Further, County will notify Grantee in writing of any reporting requirement or reporting component changes during the term of the Agreement.

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

1. **Certification:** Grantee shall submit evidence of current MHFA certification from the National Council for Mental Wellbeing or current safeTALK certification from LivingWorks to County within fifteen (15) days of contract execution or within fifteen (15) days of course completion. Proof of certification shall be submitted to BHAdmin@edcgov.us.
2. **Quarterly Reports:** Within thirty (30) days of the end of each quarter, Grantee shall submit to HHSA BHD documentation of each course facilitated and completed Class Evaluations for the reporting period. Report shall include the names of attendees, Course Type (Youth, Teen, Adult), and any specialized curriculum focus, if applicable. Quarters shall be defined as January through March, April through June, July through September, and October through December. Reports shall be submitted to BHAdmin@edcgov.us.
3. **FY Reports:** Within thirty (30) days of the end of each FY, defined as ending June 30 of each calendar year, Grantee shall submit unduplicated totals of the number of clients served, services performed, total billed service cost, and service locations for the term of this Agreement. Additionally, all State required data, forthcoming State policy detailing Behavioral Health Outcomes, Accountability and Transparency Report (BHOATR) data requirements shall be provided by County to Grantee, in accordance with the Article titled "Notice to Parties," within thirty (30) days of the BHOATR policy release.

Grantees not meeting these reporting requirements timely may relinquish their eligibility for future BHSA CEI awards.

ARTICLE IV

Funding Credit: Grantee agrees to acknowledge the County for the funding subawarded herein on all printed or internet materials generated at Grantee's sole cost for the CEI program ("program") during the allocation cycle (term of this Agreement), unless otherwise requested or agreed upon with

the County. Electronic versions of print and web-ready County seal(s) can also be provided upon request.

ARTICLE V

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

ARTICLE VI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Grantee 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. Grantee 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 Grantee. Those persons will be entirely and exclusively under the direction, supervision, and control of Grantee.

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 Grantee performs the work or services for accomplishing the results.

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

Grantee 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 Grantee provides for its employees.

Grantee 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 Grantee shall not make any agreements or representations on the County's behalf.

ARTICLE VII

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 VIII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE IX

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE X

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

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

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

ARTICLE XI

Confidentiality: Grantee 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. Grantee, and all Grantee'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 XII

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

ARTICLE XII

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 Grantee 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 Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XIII

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

Notices to County shall be addressed as follows:

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

with a copy to:

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

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

Notices to Grantee shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)
vendoremail@vendor.com

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

ARTICLE XIV

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement 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 XV

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.
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 Grantee 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 Grantee, the excess costs to procure from an alternate source.
2. County shall pay Grantee the sum due to Grantee 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 Grantee under this Agreement and the balance, if any, shall be paid to Grantee upon demand.
3. County may require Grantee 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 Grantee in this Agreement proves to have been false or misleading in any respect.
3. Grantee 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 Article titled, "Conflict of Interest".

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

C. Ceasing Performance: County may terminate this Agreement immediately in the event Grantee 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 Grantee, 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, Grantee shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

- E. **Funding Unavailable:** County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Grantee that County has been notified the grant funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XVI

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

ARTICLE XVII

Nondiscrimination

- A. County may require Grantee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Grantee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this agreement including but not limited to the following: Grantee 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, medical condition, marital status, age, or sex; Grantee shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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. Grantee and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Grantee's signature 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 8103.
- D. Grantee shall comply with Exhibit A, "Grantee Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Grantee shall acknowledge compliance by signing and returning Exhibit A upon request by County.

ARTICLE XVIII

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

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

ARTICLE XIX

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. Grantee 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 XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XXV

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 XXVI

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXVII

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Meredith Zanardi, Program Manager, 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 Grantee with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXIX

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXX

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: _____
Meredith Zanardi
Program Manager, Behavioral Health Division
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

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

-- GRANTEE FULL BUSINESS NAME --

By: _____ Dated: _____
Name
Title
"Grantee"

By: _____ Dated: _____
Corporate Secretary

Grantee Name

Exhibit A

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

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

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

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

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

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

Date

Grantee Signature

Address of Grantee

Grantee Name
Exhibit B
California Levine Act Statement

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

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

_____YES _____NO

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

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

_____YES _____NO

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

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

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual