

AGREEMENT FOR SERVICES #4829

Mental Health Services Act Prevention and Early Intervention Agreement Expressive Therapies

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 Arts and Culture El Dorado, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3) commonly referred to as Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 489 Main Street (Mailing: PO Box 2400, Placerville, CA 95667);

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide services in accordance with California Proposition 63 (2004), otherwise known as the Mental Health Services Act (MHSA); and

WHEREAS, this Agreement for Services #4829 is in accordance with the Fiscal Year 2020/23 MHSA Plan adopted June 9, 2020 (File ID: 20-0446), or as updated thereafter; and

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (hereinafter any reference to "State" shall mean the State of California unless otherwise specified) and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide services in accordance with Exhibit A – Scope of Work, attached hereto and incorporated by reference herein.

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

- A. By signing this Agreement, Contractor acknowledges that, as a sub-recipient of State funding, Contractor is obligated to adhere to all terms and conditions in effect at the time services are provided, as defined in the “Performance Agreement” between County and California Department of Health Care Services, or as may be amended or replaced, and incorporated by reference herein. Additionally, services shall be in compliance with the Mental Health Services Act Plan, or as updated thereafter. The Performance Agreement and the MHSA Plan are available at: https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.
- B. **Fingerprinting:** If required by State law or County ordinance, pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:
- 1) Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
 - 2) The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has

omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.
- D. **Background Checks:** A background screening of all employees who may access Personal Health Information (PHI) or Personally Identifiable Information (PII,) must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

Contractor acknowledges that by signing this agreement, Contractor shall review and comply with all requirements herein.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the term July 1, 2020 through June 30, 2023, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article XI, "Default, Termination and Cancellation" or Article IX, "Fiscal Considerations."

Based on performance, Contractor may earn up to three (3) extensions of one (1) year each with the same terms/conditions contemplated in Article I. "Scope of Services," or as amended, so long as the term does not exceed the end date of the Fiscal Year (FY) 2023/26 MHSA Plan.

To earn each extension, Contractor must meet the minimum requirements of this Agreement during the previous term. Following review and approval of performance, the Contract Administrator shall submit an annual letter to the HHSA Director justifying each one-year extension. Upon approval by HHSA Director, vendor will be notified of the extension in writing, in accordance with Article XIII "Notice to Parties."

ARTICLE III

Compensation for Services:

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit B, "Rates," attached hereto and incorporated by reference herein.
- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit C, attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup

documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

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 style="text-align: center;">BHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program</p> | <p style="text-align: center;">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 as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional 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 and a detailed explanation why the invoice was not submitted in the approved timeframe.

Supplemental Invoice Process: For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period **July 1st through June 30th** for each year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to this process must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

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C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

| Description | Term | Amount |
|----------------------------|------------------------------|------------------|
| Expressive Therapies | July 1, 2020 – June 30, 2021 | \$100,000 |
| Expressive Therapies | July 1, 2021 – June 30, 2022 | \$100,000 |
| Expressive Therapies | July 1, 2022 – June 30, 2023 | \$100,000 |
| Maximum Obligation: | | \$300,000 |

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

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

In the event that Contractor fails to deliver the documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV

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

ARTICLE V

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 VI

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

ARTICLE VII

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

In addition, the Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, State, and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors shall comply with the Confidentiality requirements set forth in the "Performance Agreement" between County and California Department of Health Care Services, or as may be amended or replaced, and incorporated by reference herein. The Performance Agreement and the MHSA Plan are available at: https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

ARTICLE VIII

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

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

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ARTICLE IX

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

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

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

ARTICLE X

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "D," which is incorporated herein for all intents and purposes.

ARTICLE XI

Default, Termination, and Cancellation:

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

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

- B. **Termination for Cause:** Upon the County or State's knowledge of a material breach of this Agreement by the Contractor, the County or State shall:
- 1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County or State; or
 - 2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - 3) If neither cure nor termination is feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- C. **Judicial or Administrative Proceedings:** The County or State may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.
- D. **Effect of Termination:** Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all Individually Identified Health Information (IIHI) received from the State that the Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- E. **Termination Process:** The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing State legislation. The County shall provide a termination notice in writing to the Contractor.
- 4) Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:
 - a. Stop work on the date specified in the notice;
 - b. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
 - c. Terminate all orders and subcontracts;
 - d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
 - e. Deliver or make available to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with Article XIII, "Notice to Parties."

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

In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.

ARTICLE XII

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

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ARTICLE XIII

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

ARTS AND CULTURE EL DORADO
PO BOX 2400
Placerville, CA 95667
ATTN: Executive Director

or to such other location as the Contractor directs.

ARTICLE XIV

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

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and

the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Litigation: The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XVII

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

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

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

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

ARTICLE XVIII

Assurance of Compliance: Contractor shall comply with Exhibit E, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit E upon request by County.

ARTICLE XIX

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

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

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

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

Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

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

ARTICLE XX

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

- A. Full Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
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 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article XI, "Default, Termination and Cancellation."

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ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Deputy Director, Behavioral Health, or successor.

ARTICLE XXX

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 XXXI

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 XXXII

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

ARTICLE XXXIII

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 XXXIV

Additional Terms and Conditions:

- A. **Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.

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

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

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

not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.

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

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

- C. **Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

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

- D. **Release of Information:** Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- E. **Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to Article VII, "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:
1. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper

conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.

2. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor's Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
3. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
4. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
 - a. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - b. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.
5. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

F. **Mandated Reporter Requirements:** California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following State-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

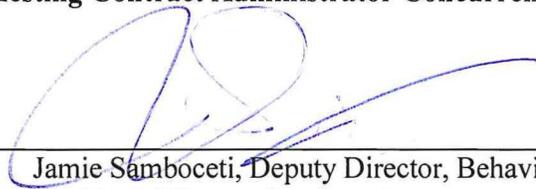
ARTICLE XXXV

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.

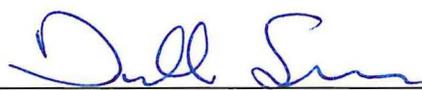
ARTICLE XXXVI

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:  Dated: 6/1/2020
Jamie Samboceti, Deputy Director, Behavioral Health
Health and Human Services Agency

Requesting Department Head Concurrence:

By:  Dated: 5-28-20
Don Semon, Director
Health and Human Services Age

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

-- COUNTY OF EL DORADO --

Dated: 6-30-2020

By: Brian Veerkamp
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffner
Deputy Clerk

Dated: 6-30-2020

-- CONTRACTOR --

ARTS AND CULTURE EL DORADO
A CALIFORNIA CORPORATION

By: Terry LeMoncheck
Terry LeMoncheck, Executive Director
"Contractor"

Dated: 6/2/20

CM

Exhibit A
Scope of Work
Agreement #4829

El Dorado County's Mental Health Services Act (MHSA) Fiscal Year (FY) 2020/21 through FY 2022/23 Program and Expenditure Plan and subsequent MHSA Annual Updates address specific goals for priority populations. The services provided under MHSA are consumer and family driven, recovery-oriented, accessible, culturally competent, and they offer integrated service experiences for consumers and their families.

Contractor agrees to furnish personnel and services in support of the Health and Human Services (HHS) Behavioral Health Division (BHD) Expressive Therapies Project, funded through the Prevention and Early Intervention Component/Early Intervention Programs.

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

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

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

Further, Contractor will comply with the amended PEI regulations effective July 1, 2018 or as may be replaced or amended hereafter. Said regulations are available at www.edcgov.us, Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein (<http://www.edcgov.us/HHSForContractors/>).

Contractor also shall adhere to and demonstrate compliance, as applicable, to the MHSA General Standards, as outlined in Title 9, Division 1, Chapter 14, Article 2, "Definitions"
[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I689A72A0D45311DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I689A72A0D45311DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

Parents, grandparents, foster parents, and other caregivers (collectively, “Parents”) of adopted or foster children are eligible for services under this Expressive Therapies project. The project will use different hands-on, participatory, artistic expression approaches as a therapeutic modality to help Parents who are experiencing grief due to the separation of an adopted or foster child. Workshops may be provided in-person or virtually. Expressive therapies could include, but are not limited to, dance, theatre, story circles, painting, mask adornment, music, and other fitting disciplines. Six (6) to eight (8) week workshops will be offered at various times and days of the week. Complementing each artist will be a Licensed Mental Health Professional (“Clinician”) who will attend the sessions. The Clinician will be available to respond to any therapeutic issues that may come up as a result of the expressive therapies activities. Therapeutic counseling services shall be subcontracted to a credential mental health provider, such as a currently Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), or currently licensed Marriage and Family Therapist (MFT) whose license has been issued and is regulated by the California Department of Consumer Affairs Board of Behavioral Sciences (“BBS”). Said license must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the BBS.

Unresolved grief related to the loss of a connection with an adopted or foster child can lead to negative mental health consequences. It also can lead to a reluctance of a Parent agreeing to be an adoptive or foster parent in the future. Parents also experience secondary trauma or emotional duress when one hears about the trauma experiences of another. Therefore, the short-term and long-term goals for this program are to decrease prolonged suffering related to unresolved grief due to the separation from a foster or adopted child and improved parent mental health and resiliency.

- A. Services: Contractor agrees to furnish the services in support of the HHSA/BHD Expressive Therapies project funded through the Prevention Program of the Fiscal Year 2020/21 – 2022/23 MHPA Three-Year Program and Expenditure Plan.
- B. Personnel, Supplies, and Equipment: Contractor shall provide staff or subcontract staff trained in the service models provided. Contractor may subcontract artists, artisans, therapeutic mental health providers, program coordinator, and workshop location(s) without prior written consent of County. If Contractor subcontracts work other than artists, artisans, therapeutic mental health providers, or workshop location(s), County shall approve in writing, each subcontractor, in accordance with the Articles titled, “Assignment and Delegation” and the Section titled “Subcontracting.” County’s written approval must be received prior to subcontractor providing services under this Agreement.

Contractor will attest that those employees, including subcontractors, performing services under this Agreement have met the credential requirements, if needed, and are qualified to perform the duties and functions required to fulfill the contract obligations. Contractor further attests that they have verified that those employees and subcontractors performing services under this Agreement are not on any State and/or federal exclusion lists. Within fifteen (15) days of the execution of the Agreement, Contractor will provide HHSA/BHD with verification that those employees performing services under this Agreement have met the above requirements, are qualified to perform the duties and functions required to fulfil the contract

obligations, and have verified staff are not on the State and/or Federal exclusion list. Contractor shall keep records of all employees' licenses/credentials for a minimum of five (5) years.

Contractor shall maintain, at Contractor's sole cost, access to bilingual interpreters, if needed, to provide services.

Contractor may bill location rental costs, marketing, supplies, staff time, and an administrative fee as outlined in the Article titled, "Compensation for Services." Contractor shall include original receipts, invoices, or other proof of payment with any monthly invoice that includes a claim for workshop rent, marketing, and supply expenses.

- C. Meetings: Contractor will participate in periodic service collaboration meetings as requested by HHS/BHD. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement. HHS/BHD or Contractor may request additional meetings.
- D. Outcome Measures: Annually, Contractor shall report on the outcome measures outlined in Exhibit A-1, marked, "MHSA Year-End Progress Report."

Contractor shall provide ongoing monitoring and evaluation of the program services. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all survey, assessment, and evaluation tools.

- H. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent it is available, and in a format approved by the BHD to document the services provided and demonstrate the outcomes of the MHSA Project. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any reporting requirement or reporting component changes during the term of the Agreement. Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

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

1. Monthly: Within thirty (30) days after the end of each month, Contractor shall submit to BHD documentation of services provided.
2. Quarterly: Within thirty (30) days after the end of each quarter, Contractor shall submit to BHD Exhibit A-2, marked, "MHSA PEI Demographics," incorporated herein and made by reference a part hereof. This report documents quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Satisfaction Surveys and Outcome Measures for the quarter are to be reported. The quarters shall be defined as January through March, April through June, July through September, and October through December.
3. Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to BHD unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the term of this Agreement. Additionally, satisfaction surveys and Outcome Measures for the Fiscal Year are to be reported. This fiscal year-end

report shall include, at a minimum, the information identified in Exhibit A-1, marked, "MHSA Year-End Progress Report," incorporated here in and made by reference a part hereof.

Contractor will be notified in writing of any additional reporting requirements identified to meet County, State and/or Federal reporting needs.

Reports shall be sent via secure FileZilla upload, or as otherwise directed by County.

***Reports not sent via secure FileZilla
upload, shall be mailed to:***

County of El Dorado
Health and Human Services Agency
Attn: MHSA Team
768 Pleasant Valley Road, Suite 201
Diamond Springs, CA 95619

Exhibit A-1
MHSA Year-End Progress Report

Provider: Arts & Culture El Dorado

Project Goals

- Decrease prolonged suffering related to unresolved grief due to the separation from a foster or adopted child.
- Improve parent mental health and resiliency.

Numbers Served and Cost

| Expenditures | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|---|-------------------|-------------------|-------------------|
| MHSA Budget | \$ | \$ | |
| Total Expenditures | \$ | \$ | |
| Unduplicated Individuals Served | | | |
| Cost per Participant | \$ | | |
| Age Group | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| 0-15 (children/youth) | | | |
| 16-25 (transitional age youth) | | | |
| 26-59 (adult) | | | |
| Ages 60+ (older adults) | | | |
| Unknown or declined to state | | | |
| Race | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| American Indian or Alaska Native | | | |
| Asian | | | |
| Black or African American | | | |
| Native Hawaiian or Other Pacific Islander | | | |
| White | | | |
| Other | | | |
| Multiracial | | | |
| Unknown or declined to state | | | |
| Ethnicity by Category | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Hispanic or Latino | | | |
| Caribbean | | | |
| Central American | | | |
| Mexican/Mexican-American/Chicano | | | |
| Puerto Rican | | | |
| South American | | | |
| Other | | | |
| Unknown or declined to state | | | |
| Non-Hispanic or Non-Latino | | | |

| | | | |
|--|-------------------|-------------------|-------------------|
| African | | | |
| Asian Indian/South Asian | | | |
| Cambodian | | | |
| Chinese | | | |
| Eastern European | | | |
| Filipino | | | |
| Japanese | | | |
| Korean | | | |
| Middle Eastern | | | |
| Vietnamese | | | |
| Other | | | |
| Multi-ethnic | | | |
| Unknown or declined to state | | | |
| Primary Language | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Arabic | | | |
| Armenian | | | |
| Cambodian | | | |
| Cantonese | | | |
| English | | | |
| Farsi | | | |
| Hmong | | | |
| Korean | | | |
| Mandarin | | | |
| Other Chinese | | | |
| Russian | | | |
| Spanish | | | |
| Tagalog | | | |
| Vietnamese | | | |
| Unknown or declined to state | | | |
| Sexual Orientation <i>*Collection of this information from a minor younger than 12 years of age is not required.</i> | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Gay or Lesbian | | | |
| Heterosexual or Straight | | | |
| Bisexual | | | |
| Questioning or unsure of sexual orientation | | | |
| Queer | | | |
| Another sexual orientation | | | |
| Declined to State | | | |
| Gender <i>*Collection of this information from a minor</i> | FY 2019-20 | FY 2020-21 | FY 2021-22 |

| | | | |
|--|-------------------|-------------------|-------------------|
| <i>younger than 12 years of age is not required.</i> | | | |
| Assigned sex at birth: | | | |
| Male | | | |
| Female | | | |
| Declined to answer | | | |
| Current gender identity: | | | |
| Male | | | |
| Female | | | |
| Transgender | | | |
| Genderqueer | | | |
| Questioning / unsure of gender identity | | | |
| Another gender identity | | | |
| Declined to answer | | | |
| Disability | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Difficulty seeing | | | |
| Difficulty hearing or having speech understood | | | |
| Mental disability including but not limited to learning disability, developmental disability, dementia | | | |
| Physical/mobility | | | |
| Chronic health condition/chronic pain | | | |
| Other (specify) | | | |
| Declined to state | | | |
| Veteran Status <i>*Collection of this information from a minor younger than 12 years of age is not required.</i> | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Yes | | | |
| No | | | |
| Unknown or declined to state | | | |
| Region of Residence | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| West County | | | |
| Placerville Area | | | |
| North County | | | |
| Mid County | | | |
| South County | | | |
| Tahoe Basin | | | |
| Unknown or declined to state | | | |
| Economic Status | FY 2019-20 | FY 2020-21 | FY 2021-22 |

| | | | |
|--------------------------------|-------------------|-------------------|-------------------|
| Extremely low income | | | |
| Very low income | | | |
| Low income | | | |
| Moderate income | | | |
| High income | | | |
| Health Insurance Status | FY 2019-20 | FY 2020-21 | FY 2021-22 |
| Private | | | |
| Medi-Cal | | | |
| Medicare | | | |
| Uninsured | | | |

Annual Report FY _____

Please provide the following information for this reporting period:

- 1) Briefly report on how implementation of the Expressive Therapies project is progressing (e.g., whether implementation activities are proceeding on target and as described in the County’s MHSA Plan), and any other major accomplishments and challenges.
- 2) Briefly report on how the Expressive Therapies project has improved the overall mental health of the older adult population by addressing the primary negative outcomes that are the focus of the Friendly Visitor project (suicide and prolonged suffering). Please include other impacts, if any, resulting from the Friendly Visitor project on the other five negative outcomes addressed by PEI activities: (1) homelessness; (2) unemployment; (3) incarceration; (4) school failure or dropout; and (5) removal of children from their homes.
- 3) Provide a brief narrative description of progress in providing services through the Expressive Therapies project to unserved and underserved populations. Underserved is defined in California Code of Regulations 3200.300 as “clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided with the necessary opportunities to support their recovery, wellness, and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement, or other serious consequences.”
- 4) Provide a brief narrative description of how the Expressive Therapies services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
- 5) Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
- 6) Provide the outcomes measures of the services provided and of customer satisfaction surveys. Outcomes for the Expressive Therapies project are:

- **Measurement 1: Report on the unduplicated numbers of individuals served, including demographic data.**
 - **Measurement 2: Parent satisfaction surveys of completion of a visual analog survey at the end of each session.**
 - **Measurement 3: Parent self-report of increased coping mechanisms associated with secondary trauma experience by Parents of adopted or foster children (decreased prolonged suffering).**
 - **Measurement 4: Number of Parents referred to County Behavioral Health and the type of treatment to which Parents were referred, if known.**
 - **Measurement 5: Parent self-report on the duration of untreated mental illness, if known.**
 - **Measurement 6: If known, the average interval between referral and participation in treatment.**
- 7) Provide the total project expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.**
- 8) Provide any additional relevant information.**

EXHIBIT A-2 MHSA PEI DEMOGRAPHICS

| | | | |
|---|---|-------------------------|------------------------|
| DATE _____ | REPORTING PERIOD <i>(please circle)</i> | Qtr 1 (Jul-Sept) | Qtr 2 (Oct-Dec) |
| | | Qtr 3 (Apr-Jun) | Qtr 4 (Jan-Mar) |
| PROGRAM NAME _____ | Fiscal YEAR _____ | | |
| Total Number of Individuals Served _____ | | | |

For programs serving children or youth under 18 years of age, the demographic information required for this section shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.

| DEMOGRAPHIC DATA | TOTALS |
|---|---------------|
| <u>GENDER - Assigned sex at birth</u> | |
| Male | |
| Female | |
| Declined to Answer | |
| <u>GENDER - Current gender identity</u> | |
| <i>*Collection of this information from a minor younger than 12 years of age is not required.</i> | |
| Male | |
| Female | |
| Transgender | |
| Genderqueer | |
| Questioning or unsure of gender identity | |
| Another gender identity | |
| Declined to answer | |
| <u>AGE GROUP</u> | |
| Children/Youth (ages 0-15) | |
| Transitional Age Youth (TAY) (ages 16-25) | |
| Adult (ages 26-59) | |
| Older Adult (ages 60+) | |
| Declined to answer | |
| <u>ETHNICITY - Hispanic or Latino</u> | |
| Caribbean | |
| Central American | |
| Mexican/Mexican-American/Chicano | |
| South American | |
| Puerto Rican | |
| Other | |
| Declined to answer | |

EXHIBIT ___ MHSA PEI DEMOGRAPHICS

| DEMOGRAPHIC DATA | TOTALS |
|---|--------|
| <u>ETHNICITY - Non-Hispanic or Non-Latino</u> | |
| African | |
| Asian Indian/South Asia | |
| Cambodian | |
| Chinese | |
| Eastern European | |
| European | |
| Filipino | |
| Japanese | |
| Korean | |
| Middle Eastern | |
| Vietnamese | |
| Other | |
| More than one ethnicity | |
| Declined to answer | |
| <u>RACE</u> | |
| American Indian or Alaska Native | |
| Asian | |
| Black or African American | |
| Native Hawaiian or other Pacific Islander | |
| White | |
| Other | |
| More than one race | |
| Declined to answer | |
| <u>SEXUAL ORIENTATION</u> | |
| <i>*Collection of this information from a minor younger than 12 years of age is not required.</i> | |
| Gay or Lesbian | |
| Heterosexual or Straight | |
| Bisexual | |
| Questioning or unsure of sexual orientation | |
| Queer | |
| Another sexual orientation | |
| Declined to answer | |
| <u>VETERAN STATUS</u> | |
| <i>*Collection of this information from a minor younger than 12 years of age is not required.</i> | |
| Yes | |
| No | |
| <u>DISABILITY</u> | |
| Difficulty seeing | |
| Difficulty hearing or having speech understood | |

EXHIBIT ___ MHSA PEI DEMOGRAPHICS

| DEMOGRAPHIC DATA | TOTALS |
|---|---------------|
| Mental (i.e. learning disability, developmental disability, dementia) | |
| Physical/Mobility domain | |
| Chronic health condition | |
| Other | |
| Declined to answer | |
| None | |
| <u>PRIMARY THRESHOLD LANGUAGE</u> | |
| Arabic | |
| Armenian | |
| Cambodian | |
| Cantonese | |
| English | |
| Farsi | |
| Hmong | |
| Korean | |
| Mandarin | |
| Other Chinese | |
| Russian | |
| Spanish | |
| Tagalog | |
| Vietnamese | |
| Declined to answer | |
| <u>CITY/TOWN OF RESIDENCE</u> | |
| <u>North County</u> | |
| Coloma | |
| Cool | |
| Garden Valley | |
| Georgetown | |
| Greenwood | |
| Lotus | |
| Kelsey | |
| Pilot Hill | |
| Other | |
| <u>Mid County</u> | |
| Camino | |
| Cedar Grove | |
| Echo Lake | |
| Kyburz | |
| Pacific House | |
| Pollock Pines | |

EXHIBIT ___ MHSA PEI DEMOGRAPHICS

| DEMOGRAPHIC DATA | TOTALS |
|---|--------|
| <u>CITY/TOWN OF RESIDENCE (Cont'd)</u> | |
| <u>Mid County Cont'd</u> | |
| Riverton | |
| Other | |
| <u>South County</u> | |
| Fair Play | |
| Grizzly Flats | |
| Mt. Aukum | |
| Somerset | |
| Other | |
| <u>West County</u> | |
| Cameron Park | |
| El Dorado Hills | |
| Shingle Springs | |
| Rescue | |
| Other | |
| <u>Placerville Area</u> | |
| Diamond Springs | |
| El Dorado | |
| Pleasant Valley | |
| Placerville | |
| Other | |
| <u>Tahoe Basin</u> | |
| Meyers | |
| South Lake Tahoe | |
| Tahoma | |
| Other | |
| <u>ECONOMIC STATUS</u> | |
| Extremely low income | |
| Very low income | |
| Low income | |
| Moderate income | |
| High income | |
| <u>HEALTH INSURANCE STATUS</u> | |
| Private insurance | |
| Medi-Cal | |
| Medicare | |
| Uninsured | |

Exhibit B
Rates
Agreement # 4829

- A. Reimbursable Expenses: In addition to the services specifically addressed in the Article contained herein titled, "Scope of Services," reimbursable expenses may also include workshop location rent, marketing, supplies, and an administrative fee.

Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for reimbursable expenses, including workshop rent, marketing, and supply expenses.

- B. Staff Rates: For the purposes of this Agreement, the hourly rate paid to the Contractor shall be all-inclusive (i.e., compensation, benefits, and administrative overhead).

| Staff Rates | Hourly Rate |
|-------------------------|--------------------|
| Program Coordinator | \$22.00 |
| Mental Health Therapist | \$70.00 |
| Artist | \$47.00 |
| Administrative staff | \$20.83 |

Reimbursable Costs shall be as follows:

| Other Reimbursable Costs | Not-to-Exceed for the term of the Agreement |
|---------------------------------|--|
| Workshop location rent | \$10,000 |
| Marketing | \$5,000 |
| Supplies | \$7,000 |
| Administration Fee | \$10,000 |

**County of El Dorado Health and Human Services Agency
BILLING INVOICE**

| | |
|------------------|--------------------------|
| Vendor Name: | Arts & Culture El Dorado |
| Vendor Address: | |
| Phone: | |
| Fax: | |
| Email: | |
| Billing Contact: | |

| | |
|---------------------------------|------|
| Contract #: | 4829 |
| Program Description: | |
| EDC HHS Program Contact Person: | |
| Invoice #: | |
| Invoice Date: | |
| Invoice Total Amount: | 0 |
| Service Period/Month: | |

| DATE OF SERVICE | SERVICE TYPE/ DESCRIPTION | UNITS OF SERVICE (Hours/QTY) | COST PER UNIT (Rate) | AMOUNT |
|-----------------|--------------------------------|------------------------------|----------------------|----------|
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | Subtotal: | | | 0 |
| | Tax: | | | |
| | Please Pay this Amount: | | | 0 |

Invoice Backup

Invoice backup for services to include all data listed in your contract. – (if appropriate)

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

| | |
|-----------------|--|
| Bill to: | Email: BHinvoice@edcgov.us (preferred method) |
| | Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667 |

Exhibit D

HIPAA Business Associate Agreement

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

RECITALS

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

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; and

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 ; and

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; and

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

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:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by 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:
 - (i) 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,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to 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.

3. 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 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.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

- (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. 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.
6. Term and Termination.
 - A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Exhibit E
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Arts and Culture El Dorado

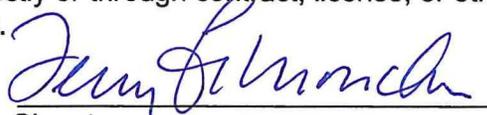
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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 THE VENDOR/RECIPIENT 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 vendor/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.

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

6/2/20
Date
P.O. Box 2400, Placerville
Address of vendor/recipient CA 95667


Signature

(08/13/01)