

AGREEMENT FOR SERVICES #10188

Adolescent Psychiatric Health Facility and Community Treatment Facility Services

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 Star View Behavioral Health, Inc., doing business as Star View Adolescent Center, Inc., a California stock corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1501 Hughes Way, Suite 150, Long Beach, California 90810, and whose mailing address is 7677 Oakport Street, Suite 1010, Oakland, California 94621 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide adolescent Psychiatric Health Facility (PHF), Community Treatment Facility (CTF), and Specialty Mental Health Services (SMHS);

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide PHF, CTF, and SMHS.

A. Responsibilities:

1. Contractor Responsibilities: By signing this Agreement, Contractor attests that they are a validly licensed and accredited facility to provide the services identified herein in accordance with all applicable federal and state laws and regulations. Contractor agrees they are certified to provide Medi-Cal SMHS. Contractor acknowledges and agrees that all services shall be provided by appropriately licensed and certified staff, and in accordance with confidentiality and privacy requirements, include, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Contractor shall complete and submit the following Client-specific documentation to the County within the time frames specified:

Event/Document Completed	Time Frame for Submission
Assignment of Case Manager	Upon admission
Problem List, Assessment, and included diagnosis per BHIN 23-068	Within two (2) weeks of completion
Discharge Summary or Termination Report	Within five (5) days of discharge or termination of services
Written Progress Report	Upon request by County
Client Services Information (CSI) Admission and CSI Assessment	Within two (2) weeks of completion
California Child and Adolescent Needs and Strengths (CANS) with the content and format required by the State (only for Clients aged five (5) to twenty (20), inclusive).	Shall be completed at admission, every six (6) months thereafter, and at discharge or may be completed upon significant life events or as requested more frequently by the County in writing.
Pediatric Symptom Checklist 35 (PSC-35), with the content and format required by the State, completed by the Client's parent/legal guardian/caregiver for Clients ages three (3) through seventeen (17), inclusive.	Shall be completed at admission, every six (6) months thereafter, and at discharge, or may be completed upon significant life events or as requested more frequently by the County in writing.

Reports shall be submitted as follows, or as otherwise directed by County:

<i>Please Send Reports to:</i>
bh-mhqaur@edcgov.us

B. Program Description: At times there are children/youth clients who, because of their mental health issues, need to receive intensive psychiatric evaluation and treatment services. Contractor shall provide acute inpatient psychiatric care, residential care enhanced by intensive mental health services, and schooling to youth with severe emotional and behavioral disorders and to their families. Contractor shall provide a secure and structured multidisciplinary treatment program for youth who cannot live safely in family homes or lower-level group care because of the nature and severity of their emotional and behavioral problems.

Contractor's locked PHF and CTF shall offer youth alternatives to repeated psychiatric hospitalization and placement failures. Contractor shall stabilize and provide treatment to transition youth to less restrictive placements, including with family, foster families, or lower-level group homes as part of each youth's long term permanency plan.

Contractor's PHF shall be utilized for psychiatric evaluation and acute services for children/youth who are placed in the CTF, prior to transition to the CTF, and for CTF residents who experience an acute crisis. Children/youth fall within the following criteria:

1. As a result of serious emotional disturbance there are children/adolescents who as either dependents (Child Welfare Services) or wards (Juvenile Probation) of the court or covered

under Assembly Bill (AB) 114 (Educationally Related Mental Health Services) and meet the criteria for placement in a CTF. When these children/youth experience psychiatric crises, they meet medical necessity criteria for treatment on a PHF. PHF services are a covered Medi-Cal benefit for this population of children and adolescents.

2. The outpatient mental health services provided for CTF clients can be covered by Medi-Cal. The County will need to pay for PHF, outpatient mental health services, Aid to Families with Dependent Children (AFDC) residential services, and the CTF supplement for any referred children/youth.

Contractor shall provide a comprehensive residential program developed in partnership with the Los Angeles County Departments of Mental Health and Child and Family Services to:

1. Provide the highest level of integrated treatment services for youth who otherwise would need to be placed in psychiatric hospitals, or who would experience repeated placement failure and shelter stays.
2. Provide strength-based, family-centered, culturally relevant and individualized services to enable the child to transition to a more normalized, less restrictive living situation.
3. Provide specific, need-based remedial experiences that will allow the child to reach normal developmental milestones.
4. Provide intensive day treatment services seven (7) days per week for youth residing in the CTF program as per Contractor's day treatment policies and procedures developed with Los Angeles County Mental Health, the host county.
5. Provide Therapeutic Behavioral Services (TBS), as needed, an on-site, individualized, one-to-one behavioral assistance program. It will provide short-term, immediately available interventions to clients. It will provide youth with skills to effectively manage the behavior(s) or symptoms that are a barrier to achieving and/or maintaining a residence in the least restrictive environment, as per Contractor's TBS Policies and Procedures developed with Los Angeles County Mental Health, the host county.

- C. Psychiatric Health Facility (PHF): Contractor's sixteen (16) bed locked PHF provides twenty-four (24) hour intensive services to the seriously, emotionally, disturbed adolescent. Contractor's program shall provide intensive evaluation and treatment services, including the preparation of comprehensive multidisciplinary assessments by a psychiatrist, psychologist, social worker, rehabilitation therapist, and licensed nurse, the development of a coordinated treatment plan, and the provision of quality acute rehabilitative treatment services by a well-qualified staff in a therapeutic milieu. Contractor's program has proven to be a successful and less costly alternative to traditional acute in-patient psychiatric hospitalization or state hospital care and allows for ease of transition to the less restrictive on-site CTF and then to placement in small group homes, family reunification or independent living.

Most adolescents are admitted involuntarily under California Welfare and Institutions Code (WIC) Section 5150. All adolescents referred to Contractor's program will have a Diagnostic and Statistical Manual-5 (DSM-5) primary diagnosis of mental disorder, and a variety of characteristics, including the following: Physically assaultive, suicidal ideation's and gestures, self-destructive/abusive behavior, elopement, sexually acting out, fire setting, socially inappropriate conduct, explosiveness, borderline personality disorders, marginally functional, anti-social behavior, verbally abusive, multiple previous hospitalization, failed placement, alienated or conflicting family relationships periodic need for seclusion, restraint or psychotropic medications, history of paranoia, delusions or hallucinations and depressed or

withdrawn behavior.

In some instances, adolescents with episodic psychiatric disorders may have accompanying medical problems which will be monitored and treated by the facility's physicians and nursing staff. Contractor has considerable expertise in treating adolescents with such medical complications as diabetes, asthma, and seizures, believing that it is essential to treat the whole person to treat the mental illness. Relying on this philosophy, Contractor shall ensure that adolescents have a physical examination upon admission and annually thereafter with medical follow-up by a pediatrician, as well as periodic dental, vision and hearing examinations. Other professionals such as podiatrists, audiologists and speech pathologists shall be made available by Contractor for consultation. Adolescents referred to Contractor's program will primarily be admitted as an alternative to other acute inpatient hospital settings.

In some instances, clients who have stabilized while at the PHF and no longer meet medical necessity to claim services to Medi-Cal will not be able to transition to the CTF because the CTF does not have a bed available. Such clients will need to either be discharged to another treatment location, to the community, or continue PHF services funded through Administrative Day.

- D. Community Treatment Facility (CTF): Contractor's CTF program, operated by Star View Children and Family Services, Inc., will provide residential treatment services for clients under the age of eighteen (18) on a twenty-four (24) hour/seven (7) day per week basis to children requiring a secured treatment facility due to their severe emotional disorder. Services will include twenty-four (24) hour nursing care, activity program, treatment, rehabilitation and psychiatric services. Placement into the CTF should be done in coordination with the El Dorado County Placing Agency. The placing agency agrees to pay for the residential services and CTF supplement. Other mental health services shall be provided by Contractor as medically necessary and designated according to the treatment plan.

Child and family involvement during placement: Family visits during a child's placement at Contractor's CTF are necessary for support of the child and family and for parent participation in education and treatment conferences. It is the responsibility of the placing agency to ensure there is timely access for family visits to Contractor's CTF, and for the child to visit the family. The placing agency will work with the identified family members to arrange travel and lodging, either paying for arrangements directly and/or reimbursement to the family member as appropriate. Prior to placement, the placing agency contracts for the following:

1. Aftercare service post-placement: Client discharge planning can call for aftercare services to be provided to ensure a successful transition to the community. To develop a thorough discharge plan Contractor will work with the assigned social worker and local mental health plan for successful discharge planning. The placing agency may ask that Contractor provide authorized aftercare services. When Contractor is asked to provide authorized aftercare services, the rates for mental health services provided during placement will apply for aftercare. Per WIC Section 4096.6, County will be required to provide six (6) months of high-fidelity wraparound upon discharge.
2. Provision of acute medical and psychiatric care: The placing agency needs to determine, arrange, and pay for any required acute care.
3. One-to-one Client Observation: If the placing agency desires one-to-one client observation for safety reasons, on the PHF or CTF, the placing agency will pre-authorize and pay for

one-to-one client observation at the rate of \$40.00 per hour. One-to-one service will be employed after all Medi-Cal reimbursable services have been used to the maximum extent allowable per State policy.

- E. Day Treatment Intensive and Other Outpatient Mental Health Services: Contractor's program shall provide intensive day treatment to residents of the CTF. Additional mental health services may be provided as needed. These services shall be individualized according to client needs and are expected to include:
1. Medication Support Services;
 2. Crisis Intervention;
 3. Case Management and
 4. TBS as needed.

Contractor's available treatment methods shall include intensive day treatment (full day), assessments, medication evaluation and support services, crisis intervention, case management/brokerage services and other mental health services as needed including TBS.

All services provided by Contractor shall be delivered consistent with the Short-Doyle Medi-Cal Rehabilitation Option. Contractor provided services shall be individualized and consider each person's age, maturity level, culture, family values and structure, educational functioning level and physical health. Peer groups shall be utilized as a major resource for individual support, reality testing and feedback.

Intensive mental health services shall be provided by Contractor to youth placed in AFDC and County-funded CTF. Services shall include assessment, treatment planning, family and group therapy, medication support, and case coordination with placing agencies To address behaviors that place others at risk, individualized therapeutic interventions, specific treatment plan elements and close collaboration with family and County will be provided to achieve positive behavioral change while ensuring a safe, supportive environment. The goal will be to provide adequate intensive mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

Activity Therapy Program: Contractor's program shall include group sessions, activity therapy, high interest activities, and relationship examination and development.

Psychotherapy: Contractor shall ensure individual/child specialty group and family therapies are available to every child according to his/her specific needs and prescribed in a manner consistent with his/her treatment plans. Contractor's therapeutic interventions/ modalities shall be designed to support the achievement of competence, health and positive developmental momentum. In every case, the goal of therapy will be to enhance the psychosocial health and development of the child within the context of the child's families, peer group and community.

Medication: Contractor shall ensure psychotropic medication is made available through psychiatric consultation. Monitoring of such medication is routine for those youth for whom it is required to alleviate symptoms resulting from DSM-5 diagnosis.

- F. Discharge Criteria and Planning: Clients shall be discharged when they meet the following criteria:

1. Upon mutual agreement (client and therapist) that the goals of treatment have been met;
2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the Mental Health Services Plan;
3. Upon parent or guardian's unilateral decision to terminate treatment;
4. Upon a good faith determination by the Contractor that the individual youth cannot be effectively served by the program;
5. Upon a determination that the individual is a danger to other youth, staff or the individual; and
6. Upon transfer out of the County, to another mental health program or region, Contractor shall ensure appropriate follow-up or other service linkage is made.

G. Case Management: Comprehensive case management services shall be included in all of Contractor's programs. These services include ongoing collaboration, planning and liaison with other community and county contractors, facilities and institutions. Linkages to additional resources are created as needed. Contractor shall utilize its longstanding relationships with key community resources to ensure clients are receiving appropriate services and support that are beyond the scope of the programs.

H. Referrals: Contractor shall accept referrals according to County guidelines established for Residential Day Treatment and CTF programs. Contractor shall accept referrals only through designated county referral sources that have been approved by the referring county's Interagency Placement Committee (IPC). Referrals determined by Contractor to be inappropriate will be directed to alternative resources appropriate to resolve the presenting issues.

I. Documentation for continuing stay: Documentation of meeting criteria for continuing stay in the CTF every 90 days, in compliance with Title 9, Section 1924, shall be the responsibility of the County.

J. Service Delivery Site:
Star View Adolescent Center
4025 West 226th Street
Torrance, CA 90505
Phone: (310) 373-4556
Fax: (310) 373-2826

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period beginning upon December 1, 2025 and shall expire one (1) year from the date of execution, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled "Default, Termination, and Cancellation" or Article "Fiscal Considerations."

The parties shall have the option to extend the term for an additional six (6) month term after the initial expiration date, with the same terms and conditions included in this Agreement. The option to extend the Agreement shall be subject to written approval by the County Contract Administrator, Chief Assistant Director, or Behavioral Health Director. Upon approval, Contractor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE II, 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.

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit A marked "Rates," incorporated herein and made by reference a part hereof. Rates may be updated annually upon written approval, to include electronic communication, from County's Contract Administrator or designee.

Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

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

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

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice. Invoices for CTF services shall be submitted to Child Welfare Services and invoices for SMHS and PHF services shall be submitted to Behavioral Health. Invoices shall follow the format specified by County Behavioral Health and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Invoices must include the following information:

1. County Issued Agreement Number
2. Contractor Name & Address
3. Service Month
4. Invoice Total
5. Totals (Units & Cost total per service code)
6. Contractor Contact Information

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

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

or to such other location or email as County directs.

C. **Medi-Cal Billing:** *shall be performed in a Two-Step Process (Drug Medi-Cal Services):* Contractor shall submit an Excel data file and draft invoice to County for payment.

1. **Step 1:** Contractor shall submit an Excel data file with columns as identified below. To avoid federal and state HIP AA violations, County requires that Contractors submit client's protected private health information (PHI) via the County's Secure File Transfer Protocol (SFTP) server, or by using a secured and encrypted email protocol in compliance with HIPAA security regulations. To gain access the County's SFTP server, please email: HHSA-Billing@edcgov.us.

The Excel data file shall include the following information:

- a. First Name
 - b. Last Name
 - c. Client Address
 - d. Date of Birth
 - e. CIN#
 - f. Diagnosis
 - g. Admission Date
 - h. Date of Service
 - i. Practitioner Name
 - j. Units/Duration
 - k. Billed Amount
2. **Step 2:** County will perform a review and approval of the submitted data file and notify Contractor of services approved for billing. Upon approval by County, Contractor shall follow Invoice Submittal/Remittance instructions detailing services approved for billing.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Contractor shall submit all supplemental invoices for services rendered in a fiscal year before July 31st of the following fiscal year. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year, unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing, to include electronic

communication, and approved by the Health and Human Services Agency's Chief Fiscal Officer in his/her sole discretion.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

- D. Contractor acknowledges that this Agreement meets the requirements of the County's Performance Contract Agreement 21-10079, or as this agreement may be amended or replaced, available at: [https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA- Contractor-Resources](https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources) as required by California Welfare & Institutions Code (WIC) § 5650. Contractor agrees to comply with applicable provisions for the provision of SMHS services as set forth in – County's Performance Contract Agreement 21-100079, as this agreement may be amended or replaced.
- E. **Disallowed Costs:** Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement.
- F. **Denied Invoices:** SMHS payments shall be made in the amount of the Contractor's total claim, minus the amount of denied services. County will submit to Contractor the amount of denials received for the prior months' services, as identified on documents received from the State. Contractor shall make adjustment for denials on Contractor's next submitted invoice.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$630,000 for all of the stated services during the initial one-(1) year term of the Agreement.

Should the Agreement be extended the additional six (6) months, as detailed in the ARTICLE titled, Term, following County authorization to extend the Agreement, the maximum contractual obligation under this Agreement shall not exceed \$795,000 for all of the stated services during the 18-month term of the Agreement.

ARTICLE V

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

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

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

An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Contractor shall submit certification of compliance consistent with Article XXXVIII (E), below (Debarment and Suspension Certification). Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract. Consistent with 2 CFR 180.300(a), County has elected to verify whether Provider receiving federal financial assistance, including Medi-Cal, has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient, subcontractor, or Provider is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

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

ARTICLE VI

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

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

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

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the federal government, state government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey or requested follow up compliance documentation within sixty (60) days may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, state or federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VIII

Nondiscrimination:

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

- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit B, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit B upon request by County.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

- A. Contractor shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.
- C. At the direction of County, Contractor shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.
- D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the County.
- E. The County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this

Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

ARTICLE XII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIII

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

ARTICLE XIV

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

Contractor is a Covered Entity within the meaning of the HIPAA and will provide services in conformance therewith. Contractor will disclose to appropriate treatment contractors individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California WIC.

ARTICLE XV

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

ARTICLE XVI

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

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions

of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XVII

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

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

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

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

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

ARTICLE XVIII

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

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective

upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

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

ARTICLE XIX

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

ARTICLE XX

Default, Termination, and Cancellation:

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

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

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

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

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is affected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- E. Funding Unavailable: County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Contractor that County has been notified the grant/allocation funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XXI

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

Notices to County shall be addressed as follows:

with a copy to:

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

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

or to such other location or email as County directs.

Notices to Contractor shall be addressed as follows:

Star View Behavioral Health, Inc.
4025 West 226th Street
Torrance, CA 90505
ATTN: Erin Linn, Ph.D.,
Mental Health Program (MHP) Director
elinn@starsinc.com

with a copy to:

Star View Behavioral Health, Inc.
4025 West 226th Street
Torrance, CA 90505
ATTN: Sonia Cueva
Contracts Manager
scueva@starsinc.com

or to such other location or email as Contractor directs.

ARTICLE XXII

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

ARTICLE XXIII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

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

ARTICLE XXIV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant/contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

ARTICLE XXV

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

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

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

ARTICLE XXVI

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

ARTICLE XXVII

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

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

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

C. Any officer or employee of County that are involved in this Agreement.

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

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

County Business License: County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXI

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

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Assistant Director, Protective Services, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide

the Contractor with the name, title and email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

ARTICLE XXXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIV

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

ARTICLE XXXV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVI

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

ARTICLE XXXVII

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

ARTICLE XXXVIII

Additional Terms and Conditions:

- A. **Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the CFR Title 45, parts 160-164, and the Confidentiality of Medical Information Act, California Civil Code Sections 56 et seq. regarding the confidentiality and security of Medical Information, Protected Health Information, and Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification

card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

1. Permitted Uses and Disclosures of PII by Contractor.
 - a. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
 - b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - 1) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - 2) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
2. Responsibilities of Contractor.
 - a. Contractor agrees to safeguards:
 - 1) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - i. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - ii. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
 - 2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - i. Network based firewall or personal firewall; and
 - ii. Continuously updated anti-virus software; and
 - iii. Patch-management process including installation of all operating system/software vendor security patches.
 - 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor

- or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
 - 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.
- C. **Access to Records:** The Contractor shall provide access to the federal, state, County, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- D. **Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. 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 the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, 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.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- E. **Debarment and Suspension Certification:** By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 200.214 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:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
 2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud

or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. 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 2.
4. 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.
5. Shall not knowingly enter into any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 2 CFR Section 200.214.

If Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>), 2 CFR Part 180 and 2 CFR Part 376.

If 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.

- F. **Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 2 CFR Parts 200 and 300 and in the "Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 2 CFR Parts 200 and 300, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of Sections Affected issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- G. **Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall provide a copy of said completed annual audit to County's Health and Human Services Agency at the email or address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHS address listed in Agreement's Article titled "Notice to Parties."
- H. **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- I. **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- J. **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.
- K. **Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the WIC of a person who applies for a license, employment, or volunteer position, in which they would have supervisory or disciplinary power over a minor or any person under their care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:
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.
 3. 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. That certification shall state the following (1) that the individual has been fingerprinted, (2) the date of said fingerprinting, and (3) whether the process has disclosed any criminal history of the individual that may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.
- L. **Litigation:** 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. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing 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.
- M. **Release of Information:** Contractor shall ensure that the County of El Dorado 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.
- N. **Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic 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. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.


ARTICLE XXXIX

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

ARTICLE XL


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Leslie Griffith (May 18, 2026 08:30:31 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health & Human Services Agency

Dated: 05/18/2026

Requesting Department Head Concurrence:

By:  Olivia Byron-Cooper (May 18, 2026 09:09:18 PDT)
Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

Dated: 05/18/2026

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- STAR VIEW BEHAVIORAL HEALTH, INC.
doing business as
STAR VIEW ADOLESCENT CENTER, INC. --

By: Kent Dunlap
[Kent Dunlap \(May 18, 2026 09:38:21 PDT\)](#)
Kent Dunlap
President & Chief Executive Officer
"Contractor"

Dated: 05/18/2026

By: Olivia Aranda
[Olivia Aranda \(May 18, 2026 11:41:55 HST\)](#)
Olivia Aranda
Vice President & Chief Financial Officer

Dated: 05/18/2026

Star View Behavioral Health, Inc. doing business as Star View Adolescent Center, Inc.
Exhibit A
Rates

SERVICES	Unit of Service	Fee	Fee Effective 7/1/2026
INPATIENT SERVICES	Unit of Service	Fee	Fee
Option 1:			
H2013 Psychiatric Health Facility	Client Full Day	\$1,452.06	\$1,497.07
Psychiatric Health Facility Administrative Day	Client Full Day	\$1,452.06	\$1,497.07
DAY SERVICES	Unit of Service	Fee	Fee
H2012 Day Treatment – Intensive Services	Client Full Day	\$547.32	\$564.29
90792 Psychiatric Evaluation (Medication Services)	31-68 Minutes	\$726.21- \$1,592.97	\$748.72- \$1,642.35
96372 IM Medication Administration, Direct Observation	15 Minutes	\$72.72	\$74.97
99212 Psychiatric Management	10-19 Minutes	\$340.83	\$351.40
99213 Psychiatric Management	20-29 Minutes	\$568.04	\$585.65
99214 Psychiatric Management	30-39 Minutes	\$795.26	\$819.91
99215 Psychiatric Management	40-54 Minutes	\$1,067.91	\$1,101.02
H0033 Oral Medication Administrative, Direct Observation	15 Minutes	\$72.72	\$74.97
H0034 Medication Training & Support	15 Minutes	\$72.72	\$74.97
H2011 Crisis Intervention	15 Minutes	\$66.74	\$68.81
H2000 Psychiatric Evaluation (Medication Services)	8-30 Minutes	\$187.41- \$702.78	\$193.22- \$724.57
H2019 Therapeutic Behavioral Services (TBS)	15 Minutes	\$66.74	\$68.81
T1017 Targeted Case Management	15 Minutes	\$88.70	\$91.45
COMMUNITY TREATMENT FACILITY (CTF) SUPPLEMENT SERVICES	Unit of Service	Fee	Fee
CTF Supplement Services*	Client Full Month	\$2,500.00	\$2,500
AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC) RESIDENTIAL SERVICES	Unit of Service	Fee	Fee
AFDC Residential Services	Client Full Month	\$17,616.00	TBD
ONE-TO-ONE STAFFING	Unit of Service	Fee	Fee
One-to-one Staffing	60 Minutes	\$40.00	\$40.00

*Fiscal Year (FY) 25/26 CTF Supplement services will be paid at \$193.82 per day (\$2,500 per client per month, or \$82.19 per day State CTF Supplement and \$111.63 per day County CTF Supplement).

*FY 26/27 CTF Supplement services will be paid at \$199.83 per day (\$2,500 per client per month, or \$82.19 per day State CTF Supplement and \$117.64 per day County CTF Supplement).

County shall be responsible for Ancillary Medical Costs not billable to Medi-Cal or covered by the Managed Care Plan (MCP) and will include physical health costs, laboratory, pharmacy, and special transportation.

County shall be responsible for submitting Medi-Cal claims to the state for mental health and residential treatment services delivered by Contractor. Contractor shall provide County with corresponding documentation of services that meet state requirements and allow for claiming that meets state timelines.

**Star View Behavioral Health, Inc. doing business as Star View Adolescent Center, Inc.
Exhibit B**

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

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

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

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

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

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

05/18/2026

Date

5/18/2026

Address of Contractor

Kent Dunlap

Kent Dunlap (May 18, 2026 09:38:21 PDT)

Contractor Signature

Star View Behavioral Health, Inc. doing business as Star View Adolescent Center, Inc.
Exhibit C
HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 2. Disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security

- Rule”) in effect or as may be amended, including but not limited to 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.
- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA’s failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
- IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA’s possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the “Secretary”), BA’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA’s compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA’s use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County’s knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

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

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


VII. Indemnity


- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By:  Dated: 05/18/2026
Kent Dunlap (May 18, 2026 09:38:21 PDT)
Kent Dunlap
Chief Executive Officer
Star View Behavioral Health, Inc. dba Star View Adolescent Center, Inc.
"BA Representative"

By:  Dated: 05/18/2026
Leslie Griffith (May 18, 2026 08:30:31 PDT)
Leslie Griffith, MSW
Assistant Director Protective Services
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Star View Behavioral Health, Inc. doing business as Star View Adolescent Center, Inc.
Exhibit D
California Levine Act Statement

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

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

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

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

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

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

05/18/2026

Date

Star View Behavioral Health

Type or write name of company

Kent Dunlap

Kent Dunlap (May 18, 2026 09:38:21 PDT)

Signature of authorized individual

Kent Dunlap

Type or write name of authorized individual