



RESOLUTION NO. 065-2026

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

SUPERSEDING RESOLUTION 230-2024 RELATED TO DELEGATED SIGNATURE AUTHORITY TO THE HEALTH AND HUMAN SERVICES AGENCY DIRECTOR OR CHIEF ASSISTANT DIRECTOR TO EXECUTE AND ADMINISTER SPECIALTY MENTAL HEALTH SERVICES SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP) AGREEMENTS WITH OTHER COUNTIES AND PROVIDERS

WHEREAS, on behalf of the County of El Dorado (referred to hereinafter as “County” and “El Dorado”), the Health and Human Services Agency (HHS) contracts with the State Department of Health Care Services (DHCS) for its Behavioral Health Division (BHD) to serve as the County’s Medi-Cal Mental Health Plan (MHP);

WHEREAS, as the MHP, HHS BHD is required to provide or arrange outpatient Specialty Mental Health Services (SMHS) for foster children and young adults under twenty-one (21) years of age (hereinafter referred to as “youth” or “client”), who meet criteria for outpatient SMHS set forth in California Welfare and Institutions Code (WIC) Section 5600.3 and California Code of Regulations (CCR) Title 9, Division 1, including placements in STRTP facilities when clinically appropriate;

WHEREAS, STRTP facilities provide intensive, 24/7 therapeutic care for youth facing emotional and behavioral challenges, aiming to support their transition back to family homes or independent living;

WHEREAS, Assembly Bill (AB) 1051 (Statutes of 2022), later amended under AB 118 (Statute of 2024) mandated that, effective July 1, 2024, because certain residential placements are intended to be short-term based on medical necessity, the responsibility to provide and arrange for SMHS for youth and children in such placements shall remain with the child/youth's county of original jurisdiction, and that out-of-county placements should not disrupt continuity of care or adversely impact timely payment to providers;

WHEREAS, with the recent changes brought by AB 1051, the County may also contract with the counties of residence for out-of-county STRTP placements;

WHEREAS, DHCS distributed Behavioral Health Information Notice (BHIN) 24-025, which provides guidance on the presumptive transfer process for foster children and youth placed outside of their counties of original jurisdiction;

WHEREAS, BHIN 24-025 clarifies that it is expected that the county of original jurisdiction shall be proactive in establishing contracts with STRTP facilities and other counties in order to provide SMHS in a timely manner,

WHEREAS, as the MHP, HHS Behavioral Health Division, in El Dorado County, desires to be proactive in establishing contracts with other counties and STRTP providers;

WHEREAS, on December 10, 2024, to enable HHS BHD to comply with AB 1051, the Board adopted Resolution 230-2024, which delegated authority to the HHS Director or Chief Assistant Director to execute out-of-county STRTP agreements using two templates, which included (1) a STRTP facility provider admission agreement (STRTP Facility Agreement) template to contract with out-of-county facility providers for youth placement, and (2) a STRTP county Mental Health Plan agreement (STRTP Other County

Agreement) to contract with other counties/MHPs for youth placement, with the resulting agreements to have a term effective based on a youth's placement date, that may begin retroactively if needed for urgency, with an initial term of one-year and an optional six-month extension as needed for the client, in an amount not to exceed \$200,000 for the one-year term and a total maximum obligation of \$300,000 if the extension is granted for the 18-month term (Legistar file 24-2106);

WHEREAS, despite having adopted Resolution 230-2024, HHSA has needed to seek Board authorization and approval on numerous occasions for the placement of individuals in an out-of-county STRTP, whether by El Dorado County or other counties seeking to place within El Dorado County, due to other counties' desire to use their governing board's approved version of the necessary STRTP agreement(s). This process results in a delay in payment between county MHPs, and can result in non-timely placement for the impacted youth in need, or result in the need for HHSA to ask for retroactive execution thereof;

WHEREAS, to improve timeliness for payment and placement of individuals in an STRTP and allow more than one client to be placed under the resulting STRTP agreements, reducing the administrative burden of needing multiple single-case-agreements if more than one client needs to be placed at a contracted facility, and allow the agreements to include a three (3) year term, the Board desires to supersede Resolution 230-2024, and replace the Board approved STRTP agreements with the STRTP Facility Agreement template, attached hereto as Attachment A, and the STRTP Other County Agreement template, attached hereto as Attachment B, to allow for the placement of one or more youth clients, for a term (a) not to exceed three (3) years, or (b) the latest discharge date of any Client placed at the facility under this Agreement with a total term not to exceed five (5) years, effective on the date the first youth was admitted to the facility, which may begin retroactively if needed due to urgent circumstances, and increase the maximum obligation to \$600,000 per agreement;

WHEREAS, the Board further desires to add a third STRTP template, the STRTP Reciprocal Agreement template for El Dorado to contract with other county MHPs for STRTP placement of one or more clients, attached hereto as Attachment C, which not only delegates authority to the HHSA Director or Chief Assistant Director to contract with other counties/MHPs for El Dorado's youth placement, but also authorizes HHSA BHD to accept out-of-county youth into El Dorado's contracted STRTP facilities and accept revenue for payment of said reciprocal services;

WHEREAS, the Board desires to delegate authority to the HHSA Director or Chief Assistant Director to execute STRTP agreements with other county MHPs, using the other county's STRTP agreement for either EL Dorado County's placements out of county, or placements by other counties within El Dorado County, which shall include a similar scope of work for youth STRTP services as included in Attachment C, with a term effective upon the Client's admission date into the STRTP, which may begin retroactively based upon a Client's need for emergency placement, for the total maximum obligation of \$600,000 and a term not to exceed three-years, including amendments thereto that do not increase the maximum obligation or exceed the term of the Agreement, contingent upon approval by El Dorado County Counsel and Risk Management;

WHEREAS, in accordance with Board Policy C-17 Procurement Policy 3.4 (3) these emergency agreements are exempt from competitive bidding as competitive bidding would produce no economic benefit to the County as HHSA contracts with as many STRTP counties and providers throughout the State as they can to meet mandates for service provision; and

WHEREAS, the funding realized by these STRTP agreements are funded through the federal Medi-Cal program or has been included in HHSA's Board adopted Mental Health Services Act (MHSA) Three-Year Expenditure Plan; and

WHEREAS, should minor modifications to either of the STRTP templates be necessary including revisions to comply with regulations or BHIN updates, changes to standard contract articles, or other changes suggested by County Counsel or Risk Management, those revisions must be reviewed and approved by County Counsel and Risk Management but will not require Board approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby repeals and replaces Resolution No. 230-2024 with this Resolution as follows:

1. Authorize the HHSa Director, or Chief Assistant Director, to execute future agreements with out-of-county STRTP providers using the attached Facility Provider Admission Agreement template (Attachment A, entitled "Facility Provider Admission Agreement #XXXX Specialty Mental Health Services in Short-Term Residential Therapeutic Program"), effective on the date the first youth was admitted to the facility, that may begin retroactively if needed for urgency, for a term (a) not to exceed three (3) years, or (b) the latest discharge date of any Client placed at the facility under this Agreement with a total term not to exceed five (5) years, and the maximum obligation of each resulting agreement not to exceed \$600,000, to include amendments thereto that do not extend the term or increase the maximum obligation, contingent upon final approval by County Counsel and Risk Management, as applicable;
2. Authorize the HHSa Director, or Chief Assistant Director, to execute future agreements with other counties/MHPs using the STRTP Other County Agreement template (Attachment B, entitled "County Mental Health Plan Agreement #XXXX for Specialty Mental Health Services Required Under Assembly Bill 1051 and Welfare and Institutions Code Section 14717.25"), for a term (a) not to exceed three-years, or (b) the latest discharge date of any Client placed at the facility under this Agreement with a total term not to exceed five (5) years, effective on the date the first youth was admitted to the facility, that may begin retroactively if needed for urgency, and the maximum obligation of each resulting agreements not to exceed \$600,000, to include amendments thereto that do not extend the term or increase the maximum obligation, contingent upon final approval by County Counsel and Risk Management, as applicable;
3. Authorize the HHSa Director, or Chief Assistant Director, to execute future agreements with other counties/MHPs using the Reciprocal Agreement by and between Other County Mental Health Plans (MHP) template (Attachment C, entitled "Reciprocal Agreement #XXXX By and Between Other County Mental Health Plans (MHP) for Specialty Mental Health Services Required Under Assembly Bill 1051 and Welfare and Institutions Code Section 14717.25"), for a term not to exceed three (3) years, effective on the date the first youth was admitted to the facility, that may begin retroactively if needed for urgency, and the maximum obligation of each resulting agreements not to exceed \$600,000, to include amendments thereto that do not extend the term or increase the maximum obligation, contingent upon final approval by County Counsel and Risk Management, as applicable; and
4. Authorize the HHSa Director or Chief Assistant Director, to execute future STRTP agreements with other county MHPs utilizing said counties STRTP agreement template(s) when deemed necessary by the HHSa Director or Chief Assistant Director, which shall include a similar scope of work for youth STRTP services as demonstrated in Attachment C, and a total maximum obligation not to exceed \$600,000, for a term not to exceed three-years, effective on the date the first youth was admitted to the facility, which may begin retroactively if needed for urgency; further authorizing the HHSa Director or Chief Assistant Director to execute amendments thereto that do not increase the maximum obligation or extend the term of the Agreement, contingent upon final approval by County Counsel and Risk Management, as applicable.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 21st day of April 2026, by the following vote of said Board:

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Ayes: Laine, Ferrero, Veerkamp, Turnboo
Noes: None
Absent: Parlin

By: Thya Schaufenberg
Deputy Clerk

[Signature]
Chair, Board of Supervisors
Brooke Laine

Attachment A to Resolution

FACILITY PROVIDER ADMISSION AGREEMENT #XXXX
Specialty Mental Health Services in Short-Term Residential Therapeutic Program

THIS ADMISSION AGREEMENT ("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") acting through its Health and Human Services Agency, Behavioral Health Division, and its Mental Health Plan, and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is Company name, physical address, (hereinafter referred to as "Provider");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Provider to provide Medi-Cal Specialty Mental Health Services (SMHS) in an accredited Short-Term Residential Therapeutic Program (STRTP);

WHEREAS, Provider has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE II, 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 delivered by Provider are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Responsibilities:

A. Provider Responsibilities: By signing this Agreement, Provider attests that they are an accredited STRTP provider with the State of California, and that they are certified to provide SMHS.

Provider shall offer SMHS STRTP for treatment of County Client(s) as follows:

Client Number:	Date of Admission	Anticipated Date of Discharge	Facility Address
Client 1			

In accordance with the following terms, this table may be updated to add additional clients upon the written mutual consent of County and Provider, to include electronic communication, without the need for an amendment. Clients may only be added under this Agreement when admitted to the facility during the term of the Agreement, beginning upon the first Client's Date of Admission. Anticipated dates of discharge may also be updated in this table as needed with written notification, including electronic notice, to the parties and without the need for an amendment.

- B. County Responsibilities: As the Placing County, County of El Dorado has identified the above referenced child(ren)/youth(s) in need of STRTP level of care, and the placement has been approved by the El Dorado County Behavioral Health Qualified Individual and Interagency Placement Committee pursuant to Behavioral Health Information Notice (BHIN) 21-062 and All County Letter 17-122.

ARTICLE II

Scope of Services:

By signing this Agreement, Provider certifies that (1) all services shall be provided by appropriately licensed and certified staff, and (2) that all services provided shall be provided in appropriately confidential and secure location/facilities in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Provider shall furnish personnel and facilities necessary to provide services indicated below:

- A. Specialty Mental Health Services shall be provided in a STRTP to the above-identified Client(s).
- B. SMHS shall be provided in accordance with Title 9 California Code of Regulations (CCR), Rehabilitative and Developmental Services, Division 1, Chapter 11 (as currently interpreted or as amended), the County's Mental Health Plan Agreement, and the County's Performance Plan Agreement with DHCS (Agreement 21-100079), both found <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Provider-Resources> (or as amended or replaced) during the term of this Agreement.
- C. Provider services shall include but are not limited to:
1. Mental health services consistent with the Client's individual strengths and needs, and Early and Periodic Screening, Diagnostic and Treatment Requirements.
 2. Medication support services which include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. These services can only be provided, and billed for, by medical doctors, family nurse practitioners, physician assistants, nurses, and psychiatric technicians, as allowed within the scope of practice for each licensed position.
 3. Provider shall collaborate with all parties involved with the child and family including but not limited to the Client's Child Family Team (CFT), Client's parents/caregivers/guardians, education, primary care providers, social services, Alta Regional Center, Substance Use Disorder Services, listed tribe or Indian custodian (if applicable), foster family agency social worker, Court Appointed Special Advocates (CASA), parent partners, peer advocates, and County Probation/Justice Services.
 4. Provider shall provide referral and linkages to Clients as appropriate.
 5. Provider shall involve child/parents/caregivers/guardians in all treatment planning and decision-making regarding the Client's services as documented in the child/youth's Treatment Plan.
 6. Provider shall provide Client with a copy of the Client Problem Resolution Guide, which outlines the El Dorado County Mental Health Plan Grievance and Appeal and the Medical Beneficiary Handbook linked at [edc-mhp-beneficiary-handbook-smhs-2024-english.pdf \(ca.gov\)](#), incorporated herein and made by reference a part hereof.

7. If requested, Provider shall assist Clients/families in the Grievance or Appeal process outlined in the above referenced documents.
 - a. All Grievances and Appeals shall be forwarded to the Patient’s Rights Coordinator within one (1) business day of receipt. Grievances and Appeals may be forwarded to the Patient’s Rights Advocate by calling 530-621-6183, emailing patientrightsadvocate@edcgov.us, or by mailing the form to 768 Pleasant Valley Road, Diamond Springs, CA 95619 ATTN: Patient’s Rights Advocate.
8. Provider is prohibited from using any unconventional mental health treatments on Clients. Such unconventional treatments include, but are not limited to, any treatments that violate the children’s personal rights as provided in Title 22, CCR, Division 6, Chapter 1, Article 6, Section 80072. Use of any such treatments by Provider or any therapist providing services for Provider shall constitute a material breach of this Agreement and may be cause for termination of this Agreement.
9. Provider shall complete and submit the following Client-specific documentation to the County within the time frames specified:

Document Completed / Event	Time Frame
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
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.
For each Client enrolled in an FSP Program, the Partnership Assessment Form (PAF).	At admission
For each Client enrolled in an FSP Program, the Key Event Tracking Form (KET).	Upon change of any key event.
For each Client enrolled in an FSP Program, a Quarterly Assessment (3M) Form.	Within fifteen (15) days following the quarter being reported, with each quarter ending September 30, December 31, March 31, and June 30 of each fiscal year.

10. Reports shall be submitted as follows, or as otherwise directed in writing by County:

Please Send Reports to:
bh-mhqaur@edcgov.us

ARTICLE III

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period beginning upon the first Client's Date of Admission, as set forth in Article I, Section A, and shall expire upon the later of: (a) three (3) years from the first Client's Date of Admission or (b) the latest discharge date of any Client placed at the facility under this Agreement with a total term not to exceed five (5) years.

ARTICLE IV

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Provider shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Provider provides services in accordance with Article II, "Scope of Services". For all satisfactory services provided herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

A. **Rates:** For the purposes of this Agreement, the billing rates shall be as defined in Exhibit A marked "Provider Rates," incorporated herein and made by reference a part hereof.

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

Submittal/Remittance (All Services): Invoices shall be emailed to BHinvoice@edcgov.us, or as otherwise directed in writing by County. Invoices must include the following information:

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

C. **Medi-Cal Billing shall be performed in a Two-Step Process (Drug Medi-Cal Services):** Provider shall upload to County's Secured File Transfer Protocol (SFTP) server an Excel data file and draft invoice to County for payment.

1. **Step 1:** Provider shall submit an Excel data file with columns as identified below. To avoid federal and state HIP AA violations, County requires that Providers submit client's protected private health information (PHI) via the County's 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:

1. First Name
2. Last Name
3. Client Address
4. Date of Birth
5. CIN#
6. Diagnosis
7. Admission Date
8. Date of Service
9. Practitioner Name
10. Units/Duration
11. Billed Amount

2. **Step 2:** County will perform a review and approval of the submitted data file and notify Provider of services approved for billing. Upon approval by County, Provider shall follow Invoice Submittal/Remittance instructions below detailing services approved for billing.

D. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental Invoices shall follow the Two-Step Process as defined herein above. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

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

E. Mental Health Act Services (MHSA) Funding and Behavioral Health Services Act (BHSA) Funding: Provider acknowledges that this Agreement meets the requirements for the distribution of MHSA funding in the County's Performance Contract Agreement 21-10079, or as amended or replaced, available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Provider-Resources> as required by California Welfare & Institutions Code (WIC) § 5650. Provider agrees to comply with applicable provisions for the provision of SMHS services as set forth in – County's Performance Contract Agreement 21-100079, as amended or replaced.

F. Disallowed Costs: Provider shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Behavioral-Health/Mental-Health-Services-Act-MHSA/MHSA-Plans>.

G. Denied Invoices: SMHS payments shall be made in the amount of the Provider's total claim, minus the amount of denied services. County will submit to Provider the amount of denials received for the prior months' services, as identified on documents received from the State. Provider shall make adjustment for denials on Provider's next submitted invoice.

ARTICLE V

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$600,000 for all of the stated services during the term of the Agreement.

ARTICLE VIII

Audits, Compliance, and Monitoring:

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

ARTICLE IX

Nondiscrimination:

- A. County may require Provider's services on projects involving funding from various state and/or federal agencies, and as a consequence, Provider shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Provider and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Provider shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Provider and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Provider shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Provider's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

D. Provider shall comply with Exhibit B marked "Provider Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Provider shall acknowledge compliance by signing and returning Exhibit B upon request by County.

ARTICLE X

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

ARTICLE XI

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

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

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

ARTICLE XIV

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

ARTICLE XV

Health Insurance Portability and Accountability Act (HIPAA) Compliance: Provider may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Provider shall be

a Business Associate of the County and shall comply with the applicable provisions set forth in Exhibit C marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof. Provider shall follow all requirements listed within the BAA and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Provider agrees to hold the County harmless for any breaches or violations.

ARTICLE XVI

Assignment and Delegation: Provider is engaged by County for its unique qualifications and skills as well as those of its personnel. Provider shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event Provider receives written consent to subcontract services under this Agreement, Provider is required to ensure subcontractors remain in compliance with the terms and conditions of this Agreement. In addition, Provider is required to monitor subcontractor 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. Provider is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Provider exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Provider. Those persons will be entirely and exclusively under the direction, supervision, and control of Provider.

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

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

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

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

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

ARTICLE 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 Provider shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Provider the sum due to Provider under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the

verage shall be deducted from any sum due Provider under this Agreement and the balance, if any, shall be paid to Provider upon demand.

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

The following 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 Provider in this Agreement proves to have been false or misleading in any respect.
3. Provider fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."
B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Provider.
C. Ceasing Performance: County may terminate this Agreement immediately in the event Provider ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Provider, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Provider shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE 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 the County directs.

Notices to Provider shall be addressed as follows:

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

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

ARTICLE XXII

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

ARTICLE XXIII

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

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

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

ARTICLE XXIV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Provider as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Provider in the performance of the Agreement.
- D. In the event Provider is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Sexual Abuse and Molestation (SAM) Liability: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Provider shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.
- F. Provider shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- H. Provider agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Provider agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Provider agrees that no work or services shall be performed prior to the giving of such approval. In the event the Provider fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- I. 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.
- J. The Provider's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Provider's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- L. 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.
- M. 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.
- N. Provider's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- O. In the event Provider cannot provide an occurrence policy, Provider shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. 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 Provider and performing work for County and who are considered to be a Provider within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

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

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

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

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

REMOVE ARTICLE XXVII IF VENDOR IS NOT A CALIFORNIA RESIDENT

ARTICLE XXVIII

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

REMOVE ARTICLE XXIX IF VENDOR IS A CALIFORNIA RESIDENT

ARTICLE XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

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

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (division), 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 Provider with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXIV

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 XXXV

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 XXXVI

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 XXXVII

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 XXXVIII

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 XXXIX

Additional Terms and Conditions:

- A. **Mandated Reporter Requirements:** Provider 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. **Access to Records:** Provider shall provide access to the federal, state or local Contractor agency, 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.
- C. **Compliance with All Federal, State, and Local Laws and Regulations:** Provider 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. Provider 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 Provider from the County Health and Human Services Agency.

- D. **Drug-Free Workplace:** Provider 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 Provider at which Provider and employees of the Provider 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 Code of Federal Regulations (CFR) 1308.11 – 1308.15.
- E. **Transfer of Records:** In the event that Provider 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. Provider 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 Provider which records are to be transferred to the custody of County. Provider shall properly destroy records not transferred to custody of County, and Provider shall provide documentation of proper destruction of all such records to County.
- F. **Debarment and Suspension Certification:** By signing this Agreement, Provider agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 75.213 and Provider 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 45 CFR Section 75.213.

If Provider is unable to certify to any of the statements in this certification, Provider 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>).

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

ARTICLE XL

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 XLI

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: _____

Name
Title
Department

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____
Olivia Byon-Cooper, MPH
Director
Health and Human Services Agency
"County"

Dated: _____

-- PROVIDER NAME --

By: _____
Name
Title
"Provider"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

Provider Name
Exhibit A
Provider Rates

For the purposes of this Agreement, services shall be reimbursed at the following provisional rates.

Rates: Provider shall observe and comply with all provisions, including lockout and non-reimbursable service rules, as outlined in the [Specialty Mental Health Services \(SMHS\) Medi-Cal Billing Manual](#) or as otherwise amended or superseded. Use of the following Provider Types shall be in accordance with [Behavioral Health Information Notice \(BHIN\) 24-023](#) titled “Standards for Specific Behavioral Health Provider Types and Services” or as otherwise amended or superseded.

Table 1: Provider Type Rates

Provider Type	15 minute/unit Rate	15 minute/unit (Group Rate)
Psychiatrist/ Contracted Psychiatrist (MD)	\$244.61	\$54.36
Physician’s Assistant (PA)	\$109.70	\$24.38
Nurse Practitioner (NP)	\$121.64	\$27.03
Registered Nurse (RN)	\$99.35	\$22.08
Certified Nurse Specialist (CNS)	\$121.64	\$27.03
Licensed Vocational Nurse (LVN)	\$52.20	\$11.60
Pharmacist	\$117.09	\$26.02
Licensed Psychiatric Technician (LPT)	\$44.74	\$9.94
Psychologist/Pre-licensed Psychologist (PhD/PsyD)	\$98.38	\$21.86
LCSW / Intern or Waivered LCSW, MFT /LPCC/ Intern or Waivered MFT/ LPCC (LPHA)	\$65.53	\$14.56
Occupational Therapist (OT)	\$84.74	\$18.83
Mental Health Rehab Specialist (MHRS)	\$47.89	\$10.64
Peer Recovery Specialist	\$50.29	\$11.17
Medical Assistant	\$35.88	\$7.98
Other Qualified Providers - Other Designated MH staff that bill Medi-Cal	\$47.89	\$10.64

Table 2: Current Procedural Terminology (CPT) Codes

CPT Code	Description	Duration (Minutes)	MD Rate	PA Rate	PhD/ PsyD Rate	LPHA Rate	NP Rate
90847	Family Psychotherapy (with Patient Present)(first 50 minutes)	50	\$815.37	\$365.68	\$327.92	\$218.45	\$405.46
99202	New Patient Evaluation	15-29	\$358.76	\$160.90	-	-	\$178.40
99203		30-44	\$603.37	\$270.60	-	-	\$300.04
99204		45-59	\$847.98	\$380.31	-	-	\$421.68
99205		60-74	\$1,092.59	\$490.01	-	-	\$543.32
99415	New Patient Evaluation (Prolonged 1st hour)	60	\$978.44	\$438.82	-	-	\$486.55
99416	New Patient Evaluation (Prolonged each additional 30 minutes)	30	\$489.22	\$219.41	-	-	\$243.28
99212	Est. Patient Eval	10-19	\$244.61	\$109.70	-	-	\$121.64
99213		20-29	\$407.68	\$182.84	-	-	\$202.73
99214		30-39	\$570.76	\$255.98	-	-	\$283.82
99215		40-54	\$766.44	\$343.74	-	-	\$381.13
99415	New Patient Evaluation (Prolonged 1st hour)	60	\$978.44	\$438.82	-	-	\$486.55
99416	New Patient valuation (Prolonged each additional 30 minutes)	30	\$489.22	\$219.41	-	-	\$243.28
90853	Group Counseling (other than multi-family)	50	\$181.20	\$81.26	\$72.87	\$47.16	\$90.10

CPT Code	Duration (Minutes)	MD Rate	PA Rate	PhD/ PsyD Rate	LPHA Rate	NP Rate	OT Rate	RN Rate
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90887	Supplemental Service (Collateral): Interpretation or explanation of results of psychiatric, other medical examinations and procedures, or other accumulated data to families or other responsible persons or advising them how to assist patient.							
	50	\$815.37	\$365.69	\$327.92	\$218.45	\$405.46	\$282.47	\$331.19

Supplemental Services Description	Rate
Interpretation Services	\$30.92
Interactive Complexity	\$18.32

County may prospectively amend Table 2 CPT Code(s), Description thereof, Rates, or Duration, in accordance with and to align with updates to the DHCS SMHS Medi-Cal Billing Manual as well as DHCS Service Tables and Fee Schedules at rates proportional to the previously negotiated Provider Type Rate detailed in Table 1. County shall issue written notice of amended Table 2 in accordance with the Article titled "Notice to Parties".

- OR -

The adopted SMHS Outpatient Rates of the County of Residence in which Provider is located will be applied.

SAMPLE

Provider Name
Exhibit B

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

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

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

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

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

Date

Provider Signature

Address of Provider

Provider Name
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”).

R E C I T A L S

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

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

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

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

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

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

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

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

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law.
 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

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

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

all PHI that BA or its agents or 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: _____
Name
Title
Entity Name
"BA Representative"

By: _____ Dated: _____
Name
Title
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Provider Name
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 two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Provider's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

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

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

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

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

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual

Attachment B to Resolution

**County Mental Health Plan Agreement #XXXX
For Specialty Mental Health Services Required Under Assembly Bill 1051 and Welfare
and Institutions Code Section 14717.25**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF EL DORADO (EDC)**, acting through its Health and Human Services Agency, Behavioral Health Division (BHD), and its Mental Health Plan hereafter referred to as “**COUNTY OF JURISDICTION (COJ)**” and **INSERT COUNTY OF RESIDENCE NAME**, hereafter referred to as “**COUNTY OF RESIDENCE (COR)**,” seek to enter into this Agreement (“**Agreement**”) for the provision of Specialty Mental Health Services (SMHS) provided by COR to a member of COJ’s Mental Health Plan as required by Assembly Bill 1051 and Welfare and Institutions Code Section 14717.25.

ARTICLE I

Scope of Services: This Agreement establishes the coordination of care and reimbursement process for COR to provide SMHS to the COJ member(s) listed below. COR shall provide all services and furnish all materials necessary to provide the treatment described as “**Treatment/Services Authorized**” and for the term and rates specified in the table below to the COJ member. Additional services not within the scope of this Agreement require either a written authorization from COJ or an additional and separate agreement.

Client Number:	Date of Admission	Anticipated Date of Discharge	Facility Address
Client 1			

In accordance with the following terms, this table may be updated to add additional clients upon the written mutual consent of COJ and COR, to include electronic communication, without the need for an amendment. Clients may only be added under this Agreement when admitted to the facility during the three-year period beginning upon the first Client’s Date of Admission.

Anticipated dates of discharge may also be updated in this table as needed with written notification to include electronic communication, to the parties and without the need for an amendment.

COJ may provide retroactive authorization for services outlined in the Agreement, or as amended, or waive any required authorization(s) for such services when special circumstances exist as determined by County Contract Administrator, HHS Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to COR (if applicable) in accordance with the Article titled “**Notice to Parties.**”

- 1. Treatment / Services Authorized:** Assessment, Services and documentation in accordance with California Welfare and Institutions Code (WIC) § 5850-5886 The Children’s Mental Health Services Act, WIC § 5887 Full-Service Partnership, California Code of Regulations (CCR) Title 9 § 3620 Full-Service Partnership Service Category and other applicable laws and regulations for the provision of SMHS including but not limited to:

- a. Assessment;
- b. Therapy (Individual, Group, and Family);
- c. Plan Development;
- d. Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS);
- e. Wraparound Services;
- f. Targeted Case Management, including Intensive Care Coordination;
- g. Medication Support Services;
- h. Crisis Intervention; and
- i. Crisis Stabilization.

ARTICLE II

Responsibilities: The below COJ and COR responsibilities are agreed upon by the parties hereto to coordinate and facilitate services to COJ members:

1. **COJ RESPONSIBILITIES.** COJ shall complete the following responsibilities:
 - a. Adhere to all provisions of law that address placement, notifications, payment provisions, and data reporting requirements, pursuant to AB 1051.
 - b. Ensure COJ's liaison provides timely notice to COR of a COJ member requiring SMHS and provides all required COJ member information needed to coordinate care.
 - c. Coordinate COJ member's SMHS needs with COR.
 - d. COJ will:
 - i. Communicate with COR to determine that the member's symptoms continue to demonstrate the need for SMHS.
 - ii. Establish a communication routine so that any information related to the member is conveyed between the COJ and COR.
 - iii. Provide copies of the client chart, including documentation, as requested.
 - iv. Participate in child and family team meetings with COR.
 - v. Facilitate the transfer of the member to the COJ for any continued services after the completion of approved treatment plan.
 - vi. Coordinate with COR in a timely manner if there are difficulties experienced with coordinating COJ member care.
2. **COR RESPONSIBILITIES.** COR shall complete the following responsibilities:
 - a. Adhere to all provisions of law that address placement, notifications, invoicing/payment provisions, and data reporting requirements, pursuant to AB 1051.
 - b. COR agrees in no event to bill, charge, collect a deposit, no-show fee, or reimbursement from the client or have any recourse against a client, or person acting on client's behalf, for services provided pursuant to this Agreement. COR will not receive payment for client no show or denied claims. Claims will be reviewed and paid in accordance with industry standard billing and payment rules, including, but not limited to, federal and state billing and payment rules.
 - c. Ensure COR's liaison collaborates in a timely manner with COJ to facilitate the provision of SMHS to COJ member in COR.
 - d. Collect COJ member information and SMHS service needs to ensure the coordination and delivery of SMHS to COJ member.
 - e. Participate in child and family team meetings with COJ.
 - f. Coordinate with COJ in a timely manner if there are difficulties experienced with coordinating COJ member care.
 - g. COR agrees to cooperate with COJ BHD medical director, utilization review staff and other representatives of COJ BHD by timely and comprehensively responding to COJ BHD requests for review and validation of service delivery and to assure compliance with

applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the client, duration of session, Current Procedural Terminology (CPT) code, and location of service, along with any other documentation standards such as a wet signature or electronic signature of client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. COR is responsible for ongoing oversight and monitoring of the Short-Term Residential Therapeutic Program (STRTP) including ensuring STRTP staff are properly credentialed per Behavioral Health Information Notice (BHIN) 18-019 or as otherwise amended or superseded.

3. **COR and COJ LIAISONS.** COR and COJ agree to appoint the following treatment team liaisons to coordinate service delivery and facilitate clinical discussions about COJ member:

COJ Liaison:

(Enter designated COJ liaison title and contact information)

COR Liaison:

(Enter designated COR liaison title and contact information)

ARTICLE III

Confidentiality And Health Insurance Portability Accountability Act of 1996 (HIPAA): COR and COJ will comply with all regulations for any release of information. COR and COJ agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that COR and COJ may perform their duties under law toward the COJ member and for the functions under this Agreement. COR and COJ will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations.

COR and COJ acknowledge that each is a "Covered Entity," as defined in the Standards for Privacy of Individually Identifiable Health Information (45 Code of Federal Regulations Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to HIPAA (the "Privacy Rule") with duties under those regulations and the authorizing statute.

ARTICLE IV

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period beginning upon the first Client's Date of Admission, as set forth in ARTICLE I, and shall expire upon the later of: (a) three (3) years from the first Client's Date of Admission or (b) the latest discharge date of any Client placed at a facility under this Agreement with a total term not to exceed five (5) years.

ARTICLE V

Compensation and Invoicing: Payments to the COR for SMHS will be based on the COR's approved Department of Health Care Services (DHCS) SMHS Rates as identified on the DHCS Medi-Cal Behavioral Health Fee Schedules, SMHS Outpatient Rates Sheet, as may be updated annually or periodically by the DHCS. COR shall bill DHCS for the FFP SMHS amount. Link to website of rates: <https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx>

1. For the services described in ARTICLE I, COJ agrees to pay COR for the gross amount of services less Federal Financial Participation (FFP) and State General Fund (SGF), resulting in the local match, as indicated by the adjudicated 835 file, and per the requirements specified

below. COJ will reimburse COR for the costs of local match as indicated by the adjudicated claim in the COR 835 file.

- a. The total sum of all payments made by COJ to COR for services provided under this Agreement shall be at a not to exceed amount of \$600,000 for all of the stated services of the Agreement. (“Maximum Allowable Compensation”).
- b. COR shall invoice COJ for the services described in ARTICLE 1 in arrears, within thirty (30) days of receipt of the 835 form from the DHCS for services rendered. COR and COJ will collaborate to determine the information needed to support all invoices. COJ questions related to invoicing may be directed to: (INSERT COR EMAIL ADDRESS)
- c. COR will send invoices to COJ for reimbursement via the CalMHSA Presumptive Transfer Portal or by submitting an itemized invoice that references this Agreement number on its face.

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

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

or to such other location or email as COJ directs.

- d. COJ will remit payment to COR within forty-five (45) business days of receipt of a complete and correct invoice.

ARTICLE VI

NOTICES: All Notices to be given by the parties hereto shall be in writing, with both the EDC Health and Human Services Agency and EDC 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 COJ shall be addressed as follows (a copy shall be sent to both addresses):

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 the COJ directs.

Notices to COR shall be addressed as follows:

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

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

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or entities designated for receipt of future notices.

ARTICLE VII

Conflict Resolution: Any disputes between COR and COJ will be brought to the attention of the Directors of COR and COJ or their designees. The dispute shall be resolved by mutual agreement between the Directors of the COR and COJ, or their designees, and the decision will be final.

ARTICLE VIII

Insurance: As public agencies, both COR and COJ are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker's Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this Agreement.

ARTICLE IX

Indemnity: COR shall defend, indemnify, and hold COJ harmless against and from any and all claims, suits, losses, damages and liability for damages 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, COJ 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COJ, COR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COJ, its officers and employees, or as expressly prescribed by statute. This duty of COR to indemnify and save COJ harmless includes the duties to defend set forth in California Civil Code Section 2778.

COJ shall defend, indemnify, and hold COR harmless against and from any and all claims, suits, losses, damages and liability for damages 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, COJ 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 COJ's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COR, COJ, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COR, its officers and employees, or as expressly prescribed by statute. This duty of COJ to indemnify and save COR harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE X

Costs, Attorney's Fees and Venue: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under this section. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California in the COR. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California in the COR.

ARTICLE XI

Amendments: This Agreement may be amended upon mutual agreement of COR and COJ. Such modification shall be in writing and effective upon the execution of a written amendment to this Agreement by COR and COJ.

ARTICLE XII

Termination: Both COR and COJ reserve the right to terminate this Agreement, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed given in compliance with the provisions specified in the Article titled "Notices".

ARTICLE XIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (division), 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 XIV

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 XV

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 XVI

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 XVII

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

Requesting Contract Administrator Concurrence:

By: _____

Dated: _____

Name
Title, Department
Health & Human Services Agency

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Olivia Byon-Cooper, MPH
Director
Health and Human Services Agency
"COJ"

-- COUNTY OF _____ --

By: _____ Dated: _____
Authorized Signature
Name Title
"COR"

Attachment C to Resolution

Reciprocal Agreement #XXXX

**By And Between Other County Mental Health Plans (MHP)
For Specialty Mental Health Services Required Under Assembly Bill 1051 And Welfare
And Institutions Code Section 14717.25**

This Reciprocal Agreement (Agreement) is made between the County of El Dorado, acting through its Health and Human Services Agency, Behavioral Health Division, as the El Dorado County Mental Health Plan, and the County of _____ on behalf of said county's Mental Health Plan for the provision of Specialty Mental Health Services (SMHS). The parties to this Agreement may be referred to herein collectively as the "parties";

RECITALS

WHEREAS, County of El Dorado, on behalf of its Health and Human Services Agency Behavioral Health Division, serves as the El Dorado County (EDC) Mental Health Plan (MHP) (hereafter referred to as "EDC MHP") and provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for short-term residential therapeutic program (STRTP) placement related services to its clients;

WHEREAS, County of _____, on behalf of its Behavioral Health Division serves as its county's MHP (hereafter referred to as "MHP") and thus provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP placement related services to its clients;

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the MHP in a client's county of original jurisdiction to provide care to the Medi-Cal eligible foster child or youth under 21 years of age, and to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS), with limited exception, when the foster child or youth is placed in an out of the county STRTP;

WHEREAS, the parties hereto seek to enter into a this Agreement to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction ("COJ") will reimburse for SMHS to the MHP in the county of residence ("COR") where the foster child or youth is placed in a STRTP, within 30 days of notice in accordance with AB 1051 and Welfare and Institutions Code Section 14717.25(c)(2);

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Scope of Services: This Agreement establishes the coordination of care and reimbursement process for the COR to provide SMHS to the Medi-Cal eligible client(s) of the COJ. The COR and COJ can be either EDC MHP or [INSERT] MHP, as this Agreement allows for reciprocal SMHS to both counties. A completed and signed Admission Form, attached hereto as Exhibit A, marked "El Dorado County – OOC STRTP Placement Form," must be submitted by the COJ to the COR to initiate placement for a client pursuant to this Agreement. The El Dorado County Behavioral Health Director, or designee, is authorized to sign the Admission Form on behalf of El Dorado County.

County may provide retroactive authorization for services outlined in the Agreement, or as amended, or waive any required authorization(s) for such services when special circumstances exist as determined by County Contract Administrator, HHS A Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to Contractor (if applicable) in accordance with the Article titled "Notice to Parties".

COR shall provide all services and furnish all materials necessary to provide the treatment described as "Treatment/Services Authorized" specified in the table below to the COJ member. Additional services not within the scope of this Agreement require either a written authorization from COJ or an additional and separate agreement.

Treatment / Services Authorized:	Assessment, Services and documentation in accordance with California Welfare and Institutions Code (WIC) § <u>5850-5886</u> <i>The Children's Mental Health Services Act</i> , WIC § <u>5887</u> <i>Full Service Partnership</i> , California Code of Regulations (CCR) Title 9 § <u>3620</u> <i>Full Service Partnership Service Category</i> and other applicable laws and regulations for the provision of SMHS including but not limited to: 1) Assessment 2) Therapy (Individual, Group, and Family) 3) Plan Development 4) Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS) 5) Wraparound Services 6) Targeted Case Management, including Intensive Care Coordination 7) Medication Support Services 8) Crisis Intervention 9) Crisis Stabilization
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ARTICLE II

Parties' Responsibilities:

A. Both parties' MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

B. MHP in the COJ shall:

1. Notify the COR within three (3) days of placement.
2. Collect COJ member information and SMHS service needs and communication thereof to COR to ensure the coordination and delivery of SMHS to COJ member.
3. Coordinate COJ member's SMHS needs with COR. COJ will:
 - a. Communicate with COR to determine that the member's symptoms continue to demonstrate the need for SMHS.
 - b. Establish a communication routine so that any information related to the member is conveyed between the COJ and COR.
 - c. Provide copies of the client chart, including documentation, as requested.
 - d. Participate in child and family team meetings with COR.
 - e. Facilitate the transfer of the member to the COJ for any continued services after the completion of approved treatment plan.
4. Coordinate with COR in a timely manner if there are difficulties experienced with coordinating COJ member care.

C. MHP in the COR shall:

1. COR agrees in no event to bill, charge, collect a deposit, no-show fee, or reimbursement from the client or have any recourse against a client, or person acting on client's behalf, for services provided pursuant to this Agreement. COR will not receive payment for client no show or denied claims. Claims will be reviewed and paid in accordance with industry standard billing and payment rules, including, but not limited to, federal and state billing and payment rules.
2. Ensure COR's liaison collaborates in a timely manner with COJ to facilitate the provision of SMHS to COJ member in COR.
3. Collect COJ member information and SMHS service needs to ensure the coordination and delivery of SMHS to COJ member.
4. Participate in child and family team meetings with COJ.
5. Coordinate with COJ in a timely manner if there are difficulties experienced with coordinating COJ member care.
6. Coordinate SMHS services to be delivered to the COJ Member by the COR STRTP provider as follows:
 - a. Direct provider to communicate with liaison for the MHP in the COR to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.
 - b. Ensure the provider has the proper treatment authorization from the MHP in the COR.
 - c. Inform the provider that any information related to the client be conveyed directly to the MHP in the COR.
 - d. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
 - e. Ensure the provider cooperates with COR's behavioral health department medical director, utilization review staff and other representatives, responding to COJ's behavioral health department requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards.
7. COR agrees to cooperate with COJ Behavioral Health Department (BHD) medical director, utilization review staff and other representatives of COJ's BHD by timely and comprehensively responding to COJ BHD requests for review and validation of service

delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the client, duration of session, Current Procedural Terminology (CPT) code, and location of service, along with any other documentation standards such as a wet signature or electronic signature of client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. COR is responsible for ongoing oversight and monitoring of the Short-Term Residential Therapeutic Program (STRTP) including ensuring STRTP staff are properly credentialed per Behavioral Health Information Notice (BHIN) 18-019 or as otherwise amended or superseded.

ARTICLE III

Rates and Invoicing:

COR shall invoice the COJ for all Medi-Cal eligible services for SMHS reimbursement in accordance with following.

Reimbursement:	MHP in the COJ will reimburse Medi-Cal eligible SMHS to the COR where the foster child or youth is placed.
Compensation Rate (s) Agreed:	<p>Payments to the COR for SMHS will be based on the COR’s established SMHS rates.</p> <p>COJ will reimburse COR for the costs of local match as indicated by the adjudicated claim in the COR 835 file.</p>
Invoicing:	<p>COR shall bill DHCS for the SMHS amount within 30 days after the end of the month in which the county of residence performs services.</p> <ol style="list-style-type: none"> 1. COR shall invoice COJ for the services described in Section 1 in arrears, within thirty (30) days of receipt of the 835 form from the DHCS for services rendered. COR and COJ will collaborate to determine the information needed to support all invoices. COJ questions related to invoicing may be directed to: <u>(INSERT COR EMAIL ADDRESS)</u> 2. COR will send invoices to COJ for reimbursement via the CalMHSA Presumptive Transfer Portal or by submitting an itemized invoice that references this Agreement number on its face. 3. COJ will remit payment to COR within forty-five (45) business days of receipt of a complete and correct invoice.

ARTICLE IV

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period beginning _____ and shall expire three (3) years thereafter.

ARTICLE V

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$600,000 for the Term of the Agreement.

ARTICLE VI

County Liaisons: The parties agree to appoint the following treatment team liaisons to coordinate service delivery and facilitate clinical discussions about Medi-Cal clients:

County of El Dorado Liaison:
(Enter information)

County of _____ Liaison:
(Enter information)

ARTICLE VII

Confidentiality and Health Insurance Portability Accountability Act Of 1996 (HIPAA): COR and COJ will comply with all regulations for any release of information. COR and COJ agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that COR and COJ may perform their duties under law toward the COJ member and for the functions under this Agreement. COR and COJ will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations.

COR and COJ acknowledge that each is a "Covered Entity," as defined in the Standards for Privacy of Individually Identifiable Health Information (45 Code of Federal Regulations Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to HIPAA (the "Privacy Rule") with duties under those regulations and the authorizing statute.

ARTICLE VIII

Notices: All notices to be given by the parties hereto shall be in writing, 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 of El Dorado shall be addressed as follows (a copy shall be sent to both addresses):

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 the County of El Dorado directs.

Notices to County of _____ shall be addressed as follows:

(COUNTY NAME)

(Address)

(City, State, Zip)

ATTN: (Name), (Title) vendoremail@vendor.com

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

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or entities designated for receipt of future notices.

ARTICLE IX

Conflict Resolution: Any disputes between the parties hereto will be brought to the attention of the Directors of COR and COJ or their designees. The dispute shall be resolved by mutual agreement between the Directors of the COR and COJ, or their designees, and the decision will be final.

ARTICLE X

Insurance: As public agencies, both parties are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker's Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this Agreement.

ARTICLE XI

Indemnity: The County of El Dorado hereto shall defend, indemnify, and hold County of _____ harmless against and from any and all claims, suits, losses, damages and liability for damages 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County of El Dorado, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County of El Dorado, its officers and employees, or as expressly prescribed by statute. This duty of County of El Dorado to indemnify and save County of _____ harmless includes the duties to defend set forth in California Civil Code Section 2778.

The County of _____ hereto shall defend, indemnify, and hold County of El Dorado harmless against and from any and all claims, suits, losses, damages and liability for damages 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County of El Dorado, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County of El Dorado, its officers and employees, or as expressly prescribed

by statute. This duty of County of _____ to indemnify and save County of El Dorado harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Costs, Attorney's Fees and Venue: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under this section. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California in the COR. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California in the COR.

ARTICLE XIII

Amendments: This Agreement may be amended upon mutual agreement of the parties hereto. Such modification shall be in writing and effective upon the execution of a written amendment to this Agreement by both parties.

ARTICLE XIV

Termination: Both parties reserve the right to terminate this Agreement, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed given in compliance with the provisions specified in the Article titled "Notices".

ARTICLE XV

Contract Administrator: The County of El Dorado Officer or employee with responsibility for administering this Agreement is (NAME), (TITLE), Behavioral Health Division, El Dorado County 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 "Notices" herein.

ARTICLE XVI

Entire Agreement: This Agreement constitutes the entire written agreement between the parties with respect to the provision of, and payment for, services to the COJ member.

ARTICLE XVII

Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

ARTICLE XVIII

Electronic Signatures: The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall

have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

Requesting Contract Administrator Concurrence:

By: _____

Name
Title
Department

Dated: _____

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Olivia Byon-Cooper, MPH
Director
El Dorado County
Health and Human Services Agency

-- COUNTY OF _____ --

By: _____ Dated: _____
Authorized Signature Name
Title



**HEALTH AND HUMAN
SERVICES AGENCY**
EL DORADO COUNTY
Transforming Lives and Improving Futures

County Name
Exhibit A
El Dorado County - OOC STRTP Placement Form

Client Information	
Client Name	
Avatar MRN	
County of Original Jurisdiction:	
Placing Agency Information	
Placing Agency	<input type="checkbox"/> Probation <input type="checkbox"/> Child Welfare Services <input type="checkbox"/> Other:
Placing Agency Contact:	
STRTP Information	
Provider Entity Name:	
Facility Address:	
Provider Contact:	
Provider Contact:	

Placement Authorization	
Placement Start Date:	
Estimated Discharge Date:	

COJ Approval:		Date:
COR Approval		Date: