

**AGREEMENT FOR SERVICES #4342**

School/Community-Based Dialectical Behavior Therapy  
and  
Transitional Age Youth First Episode Psychosis – NAVIGATE Model

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Child and Family Services, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 1.501(c)(3), commonly referred to as Section 501(c)(3) of the Internal Revenue Code of 1986, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (Mailing: PO Box 1987, Diamond Springs, CA 95619), (hereinafter referred to as "Contractor");

**RECITALS**

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

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

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

**WHEREAS**, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code 31000.

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

## ARTICLE I

### Scope of Services:

- A. **Dialectical Behavior Therapy Services:** Contractor agrees to provide a licensed, waived, or registered mental health professional (“Clinician”), and if necessary, a Mental Health Worker, for the provision of DBT and DBT-informed services (“DBT services”) to eligible students (“Youth”) at high schools in El Dorado County, or at locations in the community as approved by County.
- 1) Said Clinician shall provide thirty (30) hours of DBT services per week when school is in session. During school summer break, winter break, or other times of school closures or holidays (collectively referred to as “school holiday periods”) DBT services may be provided at less than thirty (30) hours per week. If necessary, a Mental Health Worker will assist with co-facilitating DBT services or perform other supporting activities that do not require a Clinician. Contractor also may provide DBT groups, integrated through the Student Wellness Centers at the high schools.
  - 2) DBT services shall emphasize wellness and recovery, and be resilience-focused: “Wellness, Recovery, and Resilience Focused” includes the provision of services in a manner that focuses on the consumer’s wellness, increasing resiliency, and promoting recovery utilizing hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
  - 3) DBT services may include, but are not limited to the following: Assessment, Youth group classes, individual counseling, family counseling, parent/family DBT skills group, peer “Skills Coaches” training; and consultation groups. Youth participating in DBT groups are eligible for supplemental individual and family counseling.
  - 4) A six (6) week Parent/Family DBT Skills Group will be offered to parents/families who want to participate. Parent/Family DBT Skills Group will be co-facilitated by a Clinician and Youth DBT participants, giving the Youth participants an opportunity (with support) to educate their caregivers on the skills they are learning/using and encouraging parent/family support (and own use) with the new skill set.
  - 5) During summer and winter school breaks, therapeutic social and recreational DBT groups will be offered, which will provide an opportunity for Youth to continue to have support as well as provide opportunities to practice their DBT skills in a more relaxed recreational environment.
  - 6) Following successful completion of all of the DBT modules, Youth who demonstrate effective use of the skills in their own life, and who express a willingness, can assist in facilitating as Peer “Skills Coaches” under the guidance of a Clinician, and while participating in a mandatory DBT Consultation Group.
  - 7) For those Youth with more pervasive concerns, skill development as well as early engagement with local behavioral health providers will help to protect against the development of behavioral health disorders, especially for at-risk individuals characterized by early indicators of mental health needs (e.g., school difficulties, attention problems, sad or anxious mood, and/or family conflict). When necessary, Contractor shall provide written referrals and ensure linkages to services as may be needed to address service needs and/or barriers to service. Contractor shall develop a referral, tracking, and monitoring process for Youth

receiving services. Contractor shall follow up with the Youths to verify services were pursued, identify any barriers to service that arose, and help identify options to address barriers.

- 8) Outreach and Engagement Activities: Contractor shall have food provided at all peer Skills Coaching training, the DBT skills groups, and at the parent/family DBT groups. Providing food to the training and groups also brings fidelity to the model. DBT groups on campus are offered during breakfast and lunch hours and shall have food available to assist in the learning process by building rapport and providing a nurturing environment conducive to learning therapeutic coping skills and strategies. At the parent/family groups, a light dinner meal will be provided to all participants. Providing food will serve to provide a relaxing environment conducive to learning and enhancing the meal and it will prevent parents from entering the meeting late due to preparing dinner. Outreach and Engagement Activities also includes participant transportation costs to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.
- 9) Socialization Activities: To assist participants in skill use in a community setting, as well as provide support during school holiday periods, therapeutic social and recreational DBT groups will be offered. These activities will help the clients develop healthy leisure skills and reinforce social connectedness. Both therapists and peer Skills Coaches will work closely with clients individually and within the group to encourage skills use in relevant contexts, thus enhancing their ability to manage their lives more effectively.
- 10) DBT Module: At all sites served under this Agreement, Contractor shall utilize a recurring 12-14 week, five (5) module DBT group, using Alec Miller's Model designed for an Outpatient Adolescent population.
- 11) Performance Indicators: Contractor shall report on the following performance indicators:
  - a) Each participant can verbally identify one skill from each module of the DBT Skills Training;
  - b) Participants will stay enrolled in, and consistently attend and engage in, school (e.g., excused absences only and Youth shall complete homework); and
  - c) Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths (ANSA), for each Youth, as age appropriate every three (3) months.
- 12) Cultural Competency: Contractor shall at all times, have the internal capacity to provide the services called for in this Agreement with the personnel that have the requisite cultural and linguistic competence required to provide the services under this Agreement. Said services shall be provided at no cost to program participants.

**B. First Episode Psychosis Services:** The FEP program shall serve Youth age fourteen (14) through twenty-one (21), who have experienced or are experiencing the symptoms of early psychosis, including but not limited to:

- Onset of psychotic symptoms in the past twenty-four (24) months;
- Subthreshold symptoms of psychosis;

- Recent deterioration in Youth with a parent or sibling with a psychotic disorder.

These Youth may also have a concurrent substance use disorder.

Contractor agrees to provide a Clinician, and if necessary, a Mental Health Worker, for the provision of FEP services to eligible Youth. All Youth will be served regardless of insurance status (e.g., private insurance, Medi-Cal, Medicare, or uninsured).

1) Navigate Model: Youth will be assessed by County Behavioral Health and referred to Contractor for FEP services. Contractor shall use the Coordinated Specialty Care NAVIGATE model to provide FEP services. The NAVIGATE model consists of five (5) modules, each designed to provide comprehensive early and effective treatment to Youth. The modules include:

- a) DBT Therapy and Psycho-Education – The purpose of this module is to help Youth identify and enhance their strengths and resiliency factors, increase their illness management skills, and learn skills to increase their success in achieving personal goals such as employment, education, and positive relationships.
- b) Employment/Education Specialist – The primary function of this module is to assist Youth in either staying in school or remaining employed, or to pursue one or both of these avenues.
- c) Family Therapy – This module focuses on improving family dynamics and support for the Youth.
- d) Psychopharmacology – Contractor shall refer Youth to and collaborate with County Psychiatrist and/or Medication Support Staff for the psychiatric medication needs of Youth. Upon written approval from the Contract Administrator, Contractor may refer the Youth to a non-County Psychiatrist and/or Medication Staff.
- e) Treatment Team Meetings – There shall be regular team meetings with the clinician and the Employment/Education Specialist.

The NAVIGATE model also includes outreach and identifying appropriate linkages to services. Eligible individuals also shall have resources equivalent to the County’s Full Services Partnership (FSP) level of services. FSP services include non-mental health supports and services that help Youth achieve their identified treatment goals using a “whatever it takes” approach.

- 2) Outreach and Engagement Activities: Contractor may provide food at family meetings and other groups where Youth, parents, caregivers, and friends that the Youth wish to include, will be invited to participate and learn about how to be a support to the Youth. In those meetings, refreshments and snacks are available to assist with the learning process, by building rapport, and creating a nurturing environment conducive to learning therapeutic coping skills and strategies. Providing food brings fidelity to the model. This category also includes transportation costs to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.
- 3) Socialization Activities: To assist participants in skill use in a community setting, Contractor may offer therapeutic social and recreational activities, including but

not limited to, healthy eating, meal preparation, and encouraging family participation and cohesion.

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

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall continue through June 30, 2020, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article XIV, "Default, Termination, and Cancellation" or Article XII, "Fiscal Considerations."

## **ARTICLE III**

### **Compensation for Services:**

- A. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." Except for the June service month, Contractor shall submit monthly invoices no later than

thirty (30) days following the end of a service month except in those instances where Contractor obtains written approval from the Health and Human Services Agency (HHS) Director or Director’s designee granting an extension of the time to complete billing for services or expenses. The invoice for the June service month shall be submitted within ten (10) days following the end of June.

**B. Reimbursable Expenses:**

- 1) DBT and FEP: In addition to the services specifically addressed in Article I, “Scope of Services,” reimbursable expenses may also include, but is not limited to, funds to pay for the purchase of literature, educational materials, pamphlets, and other outreach materials. Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses. Any expenses not outlined in Article III, “Compensation for Services,” and any single Reimbursable Expense in excess of \$500, must be approved by HHS/BHD in writing, in advance of incurring the cost to be eligible for reimbursement under this Agreement.
- 2) FEP Non-Mental Health Supportive Services and Goods:
  - a) Non-Mental Health Supportive Services and Goods may be utilized to support the Treatment Plan goals provided that the service and/or goods are identified in the Client's Treatment Plan.
  - b) Non-Mental Health Supportive Services and Goods are the ancillary expenses and services, goods, and additional supportive services needs to specifically address a Client’s medical necessity.
- 3) Not-to-Exceed Reimbursable Expenses: The total Not-to-Exceed Reimbursable Expenses are:

<b>Not-to-Exceed Reimbursable Expenses</b>	<b>DBT</b>	<b>FEP</b>
Reimbursable Expenses (includes, but is not limited to, literature, educational materials, pamphlets, and other outreach materials).	\$500	\$0
Outreach and engagement activities (includes but is not limited to food and transportation)	\$9,000	\$1,000
Socialization Activities	\$2,500	\$0
Non-mental health supportive services and goods (ancillary expenses and services)	\$0	\$5,000
<b>Maximum Not-to-Exceed Reimbursable Expenses</b>	<b>\$12,000</b>	<b>\$6,000</b>

**C. Budget:** If it becomes necessary to shift not-to-exceed reimbursable expense allocations between categories, HHS will submit a revision request to the State. Upon the State’s approval of the revision, HHS will communicate in writing to Contractor the approved

revisions. No amendment of this contract shall be necessary to shift allocations. Under no circumstances shall the maximum contractual obligation exceed \$105,000 for DBT services and \$75,000 for FEP services during the term of the agreement.

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

<b>Staff</b>	<b>Rate per hour</b>
Clinician	\$48/hour
Mental Health Worker	\$32/hour

In no event shall County be obligated to pay Contractor for any amount in excess of the not-to-exceed amount of this Agreement.

- E. **Invoices:** For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. Invoices shall be sent as follows, or as otherwise directed in writing by County:

<b><i>Please Send Invoices to:</i></b>
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

In addition, Contractor shall submit two monthly invoices, one (1) for DBT services and one (1) for FEP services, similar to Exhibit A, “Sample Invoice,” attached hereto and made by reference a part hereof. Each invoice shall contain all of the information contained on Exhibit A, and shall be accompanied by supportive documentation to verify all costs identified on the monthly invoice. Failure to submit invoices that contain all the required information may result in a delay of payment.

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

For the period **July 1<sup>st</sup> through April 30<sup>th</sup>** of this Agreement, supplemental invoices for additional services as defined in Article I, “Scope of Services” received after the second Monday in May, shall be neither accepted nor paid by the County.

For the period **May 1<sup>st</sup> through June 30<sup>th</sup>** of this Agreement, supplemental invoices for additional services as defined in Article I, “Scope of Services” received after the second Monday in July, shall be neither accepted nor paid by the County.

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$181,072 (\$100,192 for DBT services and \$80,880 for FEP services) during the term of the Agreement.

**ARTICLE V**

**Federal Funding Notification:**

- A. DUNS Number, and System for Award Management: As a government agency responsible for the administration of federal funding, County has an obligation under Title 12, Subtitle A, Chapter 1 Part 180 of the Code of Federal Regulations to ensure those contractors receiving federal funds are not debarred or suspended. Therefore, Contractor is required to obtain and maintain an active DUNS number, as well as an active registration in the System Award Management (SAM.gov). Noncompliance with these two requirements shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under Article XIV, "Default, Termination, and Cancellation," or Article XII, "Fiscal Considerations."
  - 1. Business entities may register for a DUNS number at <https://www.dnb.com/duns-number/get-a-duns.html>
  - 2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/SAM/pages/public/index.jsf>
  - 3. If County cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Information			
<b>Contractor:</b>	Sierra Child & Family Services, Inc.		<b>DUNS #:</b> 808877497
<b>Award Term:</b>	Upon execution – 06/30/20		<b>EIN #:</b> 68-0166134
<b>Total Federal Funds Obligated:</b> Up to \$ 181,072			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
Not Applicable	Not Applicable	07/01/2019	Community Mental Health Services Block Grant Funding



Federal Funding Information		
<b>Project Description:</b>	Mental health services for adults with serious mental illness and children with serious emotional disturbance.	
<b>Awarding Agency(s):</b>	Substance Abuse and Mental Health Services Administration and the Center for Mental Health Services	
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency	
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.

**ARTICLE VI**

**Audits, Compliance, and Monitoring:**

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XIV, "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 VII**

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

## **ARTICLE VIII**

**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 IX**

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

## **ARTICLE X**

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

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

## **ARTICLE XI**

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

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

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County

business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

### **ARTICLE XIII**

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

### **ARTICLE XIV**

#### **Default, Termination, and Cancellation:**

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

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

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

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

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

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
2850 Fairlane Court, Bldg. C, 2<sup>nd</sup> Floor  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SIERRA CHILD & FAMILY SERVICES, INC.  
PO Box 1987  
Diamond Springs, CA 95619  
ATTN: Executive Director, or successor

or to such other location as the Contractor directs.

#### **ARTICLE XVI**

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

**Indemnity:** The Contractor shall defend, indemnify, and hold the County 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code (CCC) Section 2778.

#### **ARTICLE XVIII**

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

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

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

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

#### **ARTICLE XIX**

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

#### **ARTICLE XX**

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

#### **ARTICLE XXI**

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

## **ARTICLE XXII**

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

## **ARTICLE XXIII**

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

## **ARTICLE XXIV**

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

## **ARTICLE XXV**

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

## **ARTICLE XXVI**

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

## **ARTICLE XXVII**

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



## **ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

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

## **ARTICLE XXXI**

**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 XXXII**

### **Additional Terms and Conditions:**

- A. Contractor acknowledges and agrees that this Agreement is intended to implement the following programs and agreements:
- Funding Agreement 2019-20 MHBG, Community Mental Health Services Block Grant Funding, attached hereto as Exhibit B, incorporated herein and made by reference a part hereof.
- B. **Mandated Reporter Requirements:** California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following state-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

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

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

D. **Audits:** From time to time, the County or state may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or state in writing. The fact that the County or state inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or state's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the state's enforcement rights under this Agreement.

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

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

E. **Patients' Rights/Grievances:** Contractor shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations (CFR). In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

As a condition of reimbursement, Contractor shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

Contractor shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

F. **Fingerprinting:** If required by state law or County ordinance, pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.
4. Background Checks: A background screening of all employees who may access PHI or PI, a background screening of that employee must be conducted. The

screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

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

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

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

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

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

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

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

- H. **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable federal, state, and local laws and regulations, including but not limited to the CFR Title 45, parts 160-164, and the Confidentiality of Medical Information Act (CMIA), CCC Sections 56 et seq. regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

1. Permitted Uses and Disclosures of PII by Contractor.
  - a) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except

as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

- b) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - i) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - ii) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

2. Responsibilities of Contractor.

- a) Contractor agrees to safeguards:
  - i) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - ii) Employee Training and Discipline: Contractor shall train its employees and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose individually identifiable health information.
  - iii) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - iv) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- b) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - i) Network based firewall or personal firewall; and
  - ii) Continuously updated anti-virus software; and
  - iii) Patch-management process including installation of all operating system/software vendor security patches.
- c) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.

- d) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- e) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two (2) business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

I. **Confidentiality Requirements:** Acknowledging the Contractor's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the County, the following Confidentiality Requirements apply:

General Requirements: The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Administrator.

Permission to disclose information or documents on one occasion or at public hearings held by the County or state Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the County or state Departments of Mental Health staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

If requested by the County or state, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the state and shall supply the state with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

After any data or documents submitted has become a part of the public records of the County or state, the Contractor may, if it wishes to do so at its own expense and upon approval by the County Contract Administrator, publish or utilize the said data or documents but all such published items shall include the following legend:

*LEGAL NOTICE: This report was prepared as an account of work sponsored by the County of El Dorado and State Department of Health Care Services, but does not necessarily represent the views of the County or Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the County and State of California at:*

<b>COUNTY</b>	<b>STATE DEPARTMENT OF HEALTH CARE SERVICES</b>
Health and Human Services Agency 3057 Briw Road, Suite A Placerville, CA 95667	P.O. Box 997413 Sacramento, CA 94252-2050

*Neither said County nor State Department of Health Care Services / State of California, nor any officer or employee thereof, or the Contractor or any of its subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.*

“Data” as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or be used to define a design or process, or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

“Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

“Generated data” is that data, which a Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at Contractor’s expense, together with complete documentation thereof, shall be treated in the same manner as generated data. “Generated data” shall be the property of the state unless and only to the extent that it is specifically provided otherwise herein.

“Deliverable data” is that data which under terms of this Agreement is required to be delivered to the County or state. Such data shall be the property of the County and state.



The title to the Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the County by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor's own expense for a period of not less than five (5) years after receipt by the County and state of the final report or termination of this Agreement and any and all amendments hereto, or for three (3) years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.

Prior to the expiration of such time and before changing the form of or destroying any such data, the Contractor shall notify the County and state of any such contemplated action; and the County or state may within thirty (30) days after said notification determine whether it desires said data to be further preserved and, if the state so elects, the expense of further preserving said data shall be paid for by the state. The Contractor agrees that the County and state shall have unrestricted reasonable access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the County's Information Security/Privacy Officer is as follows:

COUNTY
County of El Dorado Information Security/Privacy Officer - Michael Ungeheuer RN MN PHN 941 Spring St. Placerville, CA 95667

Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act:

The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, CFR, the CMIA, CCC Sections 56 et seq, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

**J. Transfer of Records:** In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its

possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

**K. Miscellaneous Provisions:**

1. Disclaimer: The County makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA, CMIA, or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of IIHL.
2. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligation under this Agreement, available to the County or state at no cost to the County or state to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the state, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.
3. No Third-Party Beneficiaries: Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the County or the state, or the Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
4. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
5. Regulatory References: A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
6. Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
7. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall

have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

8. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
9. **Signatures:** This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

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

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

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

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

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

O. **Subcontracting:** In addition to Article X, "Assignment and Delegation," the Contractor certifies that:

1. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
2. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
3. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
4. Subcontractors shall comply with the Confidentiality requirements set forth in the item titled "Confidentiality Requirements" of this Agreement.

P. **HIPAA Compliance:** By signing this Agreement, Contractor agrees to comply with the Exhibit C marked, "Business Associate Agreement," attached hereto and incorporated by reference herein.

Q. **Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

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

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

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

respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and state.

**ARTICLE XXXIII**

**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 XXXIV**

**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: \_\_\_\_\_  
Jamie Samboceti, Deputy Director  
Behavioral Health Division  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #4342 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

SIERRA CHILD AND FAMILY SERVICES  
A CALIFORNIA NONPROFIT CORPORATION

By: \_\_\_\_\_  
Barry Harwell  
"Contractor"

Dated: \_\_\_\_\_

## EXHIBIT A

**Contractor Name**  
**Address**  
**Phone**  
**Other contact info**

**Invoice #**  
**Date**  
**Due Date**  
**Terms**  
**Agreement #**

Bill To:

County of El Dorado  
 Health & Human Services Agency  
 Attn: Finance Unit  
 3057 Briw Rd., Suite B  
 Placerville, CA 95667

**Service Month and Year:**

**Type of Service:** DBT or FEP

Description	Hours	Rate	Amount
<b>Program Services</b> MH Clinician			
<b>Program Services</b> MH Worker			
<b>Reimbursable Expenses</b> <i>(Itemized list examples:                      Pamphlets                      Food                      Please attach receipts-copies                      acceptable)</i>			
		<b>Balance Due</b>	



**EXHIBIT B**

State of California-Health and Human Services Agency

Department of Health Care Services

Enclosure 1

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)  
CENTER FOR MENTAL HEALTH SERVICES (CMHS)  
BLOCK GRANTS FOR COMMUNITY MENTAL HEALTH SERVICES (MHBG)  
SFY 2019-20 PLANNING ESTIMATE WORKSHEET

COUNTY: EL DORADO

DATE: May 28, 2019

DUNS NUMBER: 040558433

PROPOSED ALLOCATION \$ 427,117

Base Allocation	\$ <u>191,365</u>
Dual Diagnosis Set-Aside	\$ <u>38,077</u>
First Episode Psychosis Set-Aside	\$ <u>197,675</u>

The County Mental Health Department requests continuation of the SAMHSA, CMHS Block Grants for Community Mental Health Services (MHBG). These funds will be used in accordance with Public Law 102-321 (42 U.S.C., Sections 300x through 300x-13), and Public Law (PL) 106-310, and will be used as stated in the enclosed Community Mental Health Services Block Grant Funding Agreements with Federal Requirements on Use of Allotments, and the Certification Statements.

The estimate is the proposed total expenditure level for SFY 2019-20. The estimate above is subject to change based on the level of appropriation approved in the State Budget Act of 2019. In addition, this amount is subject to adjustments for a net reimbursable amount to the county. The adjustments include, but are not limited to, Gramm-Rudmann-Hollings (Federal Deficit Reduction Act) reductions, prior year audit recoveries, federal legislative mandates applicable to categorical funding, augmentations, etc. The net amount reimbursable will be reflected in reimbursable payments as the specific dollar amounts of adjustments become known for each county.

The county will use this estimate to build the county's SFY 2019-20 budget for the provision of mental health services for adults with serious mental illness (SMI) and children with serious emotional disturbance (SED).

  
County Mental Health Director

7-12-19  
Date

Donal Semon, Acting Mental Health Director,  
Director Health & Human Services Agency

Print Name

DHCS 1750 (04/14)

**COMMUNITY MENTAL HEALTH SERVICES BLOCK GRANT FUNDING  
AGREEMENTS**

Public Law 106-310 (Children's Health Act of 2000)  
Public Law 102-321; Title II-Block Grants to States Regarding  
Mental Health & Substance Abuse  
Part B of Title XIX of the Public Health Service Act [42 U.S.C. 300x-1 et seq.]

**The county, as recipient of grant funds, acknowledges and agrees that the county and its subcontractors shall provide services in accordance with all applicable federal and State statutes and regulations including the following:**

Section 1911

Subject to Section 1916, the State/County involved will expend the grant only for the purpose of:

- (1) Carrying out the plan submitted under Section 1912(a) [State Plan for Comprehensive Community Mental Health Services] by the State for the fiscal year involved;
- (2) Evaluating programs and services carried out under the plan; and
- (3) Planning, administration, and educational activities related to providing services under the plan.

Section 1912

(c)(1) & (2) [As a funding agreement for a grant under Section 1911 of this title the Secretary establishes and disseminates definitions for the terms "adult with a serious mental illness" and "children with a serious emotional disturbance" and the State/County will utilize such methods [standardized methods, established by the Secretary] in making estimates [of the incidence and prevalence in the County of serious mental illness among adults and serious emotional disturbance among children].

Section 1913

(a)(1)(C) the County will expend for such system [of integrated services described in Section 1912(b)(3)] not less than an amount equal to the amount expended by the County for fiscal year 1994.

[A system of integrated social services, educational services, juvenile services, and substance abuse services that, together with health and mental health services, will be provided in order for such children to receive care appropriate for their multiple needs (which includes services provided under the Individuals with Disabilities Education Act)].

(b)(1) The County will provide services under the plan only through appropriate qualified community programs (which may include community mental health centers, child mental health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental health primary consumer-directed programs).

(b)(2) The State agrees that services under the plan will be provided through community mental health centers only if the centers meet the criteria specified in subsection (c).

(c)(1) With respect to mental health services, the centers provide services as follows:

- (A) Services principally to individuals residing in a defined geographic area (hereafter in the subsection referred to as a "service area").
- (B) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility.
- (C) 24-hour-a-day emergency care services.
- (D) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services.
- (E) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission.

(2) The mental health services of the centers are provided, within the limits of the capacities of the centers, to any individual residing or employed within the service area of the center regardless of ability to pay for such services.

(3) The mental health services of the centers are available and accessible promptly, as appropriate and in a manner which preserves human dignity and assures continuity and high quality care.

Section 1916

(a) The County involved will not expend the grant--

- (1) to provide inpatient services;
- (2) to make cash payments to intended recipients of health services;
- (3) to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- (4) to satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
- (5) to provide financial assistance to any entity other than a public or nonprofit private entity.

(b) The County involved will not expend more than ten percent of the grant for administrative expenses with respect to the grant.

Section 1946 PROHIBITIONS REGARDING RECEIPT OF FUNDS

(a) Establishment -

- (1) Certain false statements and representation - A person shall not knowingly and willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by a State from a grant made to the State under Section 1911 or 1921.
- (2) Concealing or failing to disclose certain events - A person with knowledge of the occurrence of any event affecting the initial or continued right of the person to receive any payments from a grant made to a State under Section 1911 or 1921 shall not conceal or fail to disclose any such event with an intent fraudulently to secure such payment either in a greater amount than is due or when no such amount is due.

- (b) Criminal Penalty for Violation of Prohibition - Any person who violates any prohibition established in subsection (a) shall for each violation be fined in accordance with Title 18, United States Code, or imprisoned for not more than five years, or both.

Section 1947 NONDISCRIMINATION

(a) In General -

- (1) Rule of construction regarding certain civil rights laws - For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded in whole or in part with funds made available under Section 1911 or 1921 shall be considered to be programs and activities receiving federal financial assistance.
- (2) Prohibition - No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant), or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under Section 1911 or 1921.



(b) Enforcement -

(1) Referrals to Attorney General after notice: Whenever the Secretary finds that a state, or an entity that has received a payment pursuant to Section 1911 or 1921, has failed to comply with a provision of law referred to in subsection (a)(1), with subsection (a)(2), or with and applicable regulation (including one prescribed to carry out subsection (a)(2), the Secretary shall notify the Chief Executive Officer of the state and shall request the Chief Executive Officer to secure compliance. If within a reasonable period of time, not to exceed 60 days, the Chief Executive Officer fails or refuses to secure compliance, the Secretary may--

(1)(A) refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;

(1)(B) exercise the powers and functions provided by the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, or Title VI of the Civil Rights Act of 1964, as may be applicable; or

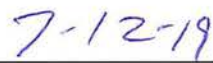
(1)(C) take such other actions as may be authorized by law.

(2) Authority of Attorney General - When a matter is referred to the Attorney General pursuant to paragraph (1)(A), or whenever the Attorney General has reason to believe that a State or an entity is engaged in a pattern or practice in violation of a provision of law referred to in subsection (a)(1) or in violation of subsection (a)(2), the Attorney General may bring a civil action in any appropriate district court of the United States for such relief as may be appropriate, including injunctive relief.

  
\_\_\_\_\_  
Signature of Official Authorized  
to Sign Application

Donald Semon, Acting Mental Health Director,  
Director Health & Human Services Agency

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date

El Dorado

\_\_\_\_\_  
County

## CERTIFICATIONS

### CERTIFICATION REGARDING LOBBYING

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### SALARY CAP

The undersigned certifies that no grant funds will be used to pay an individual salary at a rate in excess of \$192,300 per year, not including benefits.

### DRUG FREE WORK ENVIRONMENT

The undersigned certifies that reasonable efforts are made to maintain a drug-free work place in all programs supported by the Federal Block Grant funds.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

- 1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals or **contracted providers** is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/application.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

  
\_\_\_\_\_  
Signature of Official Authorized  
to Sign Application

Donald Semon, Acting Mental Health Director,  
Director Health & Human Services Agency

\_\_\_\_\_  
Printed Name

7-12-19  
\_\_\_\_\_  
Date

El Dorado

\_\_\_\_\_  
County

**MENTAL HEALTH BLOCK GRANT (MHBG)  
FY 2019/20  
Transitional Age Youth (TAY)  
School/Community-Based Dialectical Behavior Therapy (DBT)  
Program Narrative**

**A. Statement of Purpose**

El Dorado County Health and Human Services Agency (HHS), Behavioral Health Division seeks continued funding of the MHBG for Fiscal Year 2019/2020. Since 1997, these funds have been utilized in collaboration with other public and private organizations to address the needs of children/adolescents with serious emotional disturbance. Specialty Mental Health Services are provided through an established Children's System of Care that includes other programs and agencies such as HHS Social Services programs and the County Office of Education.

**HHS's Mission, Vision and Values**

**Mission:** With integrity and respect we provide effective, efficient, collaborative services that strengthen, empower and protect individuals, families and communities, thereby enhancing their quality of life.

**Vision:** Transforming lives and improving futures.

**Values:**

- **Fiscal Responsibility:** We apply conservative principles in a responsible manner and adhere to all government guidelines when working with our stakeholders.
- **Adaptability:** We embrace and implement best practices based on an every changing environment.
- **Excellence:** We provide the best possible services to achieve optimal results.
- **Integrity:** Our communication is honest, open, transparent, inclusive and consistent with our action.



## **B. Measurable Outcome Objectives**

1. Each participant can verbally identify one skill from each module of the DBT Skills Training
2. Participants will stay enrolled in and consistently attending and engaging in school (e.g., excused absences only, completion of homework).
3. Use of Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA), as age appropriate, every three months.

## **C. Program Description**

El Dorado County is topographically divided into two zones. The northeast corner of the County is in the Lake Tahoe basin, while the remainder of the County is in the “West Slope,” the area west of Echo Summit. The Behavioral Health Division operates two clinics: one in Diamond Springs serving the West Slope of the County (WS) and one in South Lake Tahoe, which serves the Tahoe Basin (SLT). Approximately 20% of the Behavioral Health Division’s clients are served by SLT and approximately 80% of the Behavioral Health Division’s clients are served by the WS.

### **School/Community Based Dialectical Behavior Therapy (DBT) TAY Program**

MHBG funds will be utilized in both areas of the County to provide DBT services to preselected high school campuses and/or in the Behavioral Health Division clinics. The WS program will serve Independence High school, Charter Community, and other identified school sites on the Western slope of El Dorado County. The SLT program will serve South Tahoe/Tallac High schools and other identified school sites in South Lake Tahoe.

Consistent with national trends, El Dorado County continues to experience an increase in the population of seriously emotionally disturbed children and adolescents. A number of these youth engage in risky behaviors such as self-harm, use of mood/mind altering substances and suicidal behaviors. These youth often experience family, relational issues, and school difficulties. Behavioral Health services provided through the DBT program include assessment; group, individual and family counseling; Peer “Skills Coaches” training; and consultation groups. These services are offered on campus and in the Behavioral Health Division clinics.

The program has been monitored on a quarterly basis by a Review Team consisting of the Managers of Mental Health Programs and/or Mental Health Program Coordinators and other designated staff. This team has reviewed program objectives with program staff and, when possible, with clients. Expenditures have been compared to the budget. A Plan of Correction will be developed for any identified problem(s) or barrier(s), and this Plan of Correction will be reviewed at the next Quarterly Review.

### **TAY DBT Budget**

Funding allocated to the TAY DBG program is \$229,442

This cost allocated to the TAY DBT Program for FY 2019-20 includes the following training and consultation:

#### **0.05 Manager of Mental Health Programs SLT**

This position provides supervision and training to the Clinicians and Peer “Skills Coaches.” Total salary is \$5,595 plus benefits.

**0.75 Mental Health Clinician SLT**

The position provides DBT services to TAY at identified high schools and other identified sites in SLT. Total salary is \$48,786 plus benefits.

**0.01 Medical Director/Psychiatrist – WS tele-med/WS direct**

This position provides medication support services for adolescent clients in SLT. Total salary is \$1,923 plus benefits.

**Staff Benefits**

The benefits paid for the Manager of Mental Health Programs, Mental Health Clinician and Medical Director/Psychiatrist total to \$19,160.

**0.75 Contracted Mental Health Clinician WS**

The contracted position provides DBT services to TAY at identified high schools and other identified sites on the WS. Total salary and benefits are \$75,000.

**0.20 Contracted Mental Health Aide WS**

The contracted position provides DBT services to TAY at identified high schools and other identified sites on the WS. Total salary and benefits are \$12,000.

**Materials (\$2,000)**

Grant funds are needed to pay for DBT literature, educational materials, pamphlets and other outreach materials are to be purchased with these dollars. This may include printing and publication cost. This will also include additional training materials for staff and group supplies.

**Medication (\$2,500)**

Grant funds may be utilized to pay for psychiatric medications for uninsured youth (e.g., undocumented youth who are not eligible for MediCal or other health insurance).

**Travel (\$200)**

Grant funds may be utilized to pay for mileage and vehicle rental/lease costs of staff traveling to/from the school sites and to/from training events.

**Outreach/Engagement Activities (\$17,000)**

The program will have food provided at all peer skills coaches' trainings, the DBT skills groups and the family DBT groups. DBT groups on campus are offered during breakfast and lunch hours and have food available to assist in the learning process by building rapport and providing a nurturing environment conducive to learning therapeutic coping skills and strategies. At the Meet and Greet and Family Group, a light dinner meal will be provided to all participants. Providing food will serve to provide a relaxing environment conducive to learning and enhancing the therapeutic interventions being presented. Parents not need be concerned about preparing a dinner meal and it will prevent parents from entering the meeting late due to preparing dinner. Instead they can come straight to the meetings with their child and learn DBT Coping Skills and Strategies. This category also includes transportation costs to ensure that participants care able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.

**Socialization Activities (\$5,000)**

To assist clients in skill use in a community setting, as well as provide support during school holiday periods such as winter and summer breaks, therapeutic social and recreational activities will be offered. These activities will help the clients develop healthy leisure skills and reinforce social connectedness. Both therapists and peer skills coaches will work closely with clients individually and within the group to encourage skills use in all relevant contexts, thus enhancing their ability to manage their lives more effectively.

**DBT Training (\$10,000)**

In an effort to stay current with science and best practices trainings in working with and engaging adolescents, including advances in intervening with substance use disorders, training will be provided to the staff and possibly, as appropriate, with DBT skills coaches.

**Other Overhead (\$7,334)**

The costs allocated to the DBT program for FY 2019-20 include the following expenses: overhead consisting of facility rent, gas/electricity/utilities, telephone, and insurance. These costs are first captured in specific cost centers for the Behavioral Health Division and later distributed to all programs based on each program's percentage of salaries. No administrative costs are captured in the Other Overhead cost allocation.

**Administrative Cost (\$22,944)**

The administrative costs allocated to the DBT program for FY 2019-20 were derived using methodologies consistent with Title 2, Code of Federal Regulations (CFR), Subtitle A, Chapter 11, Part 225. The DBT program administrative budget is limited to the 10% maximum administrative reimbursement allowed under the Mental Health Block Grant.

**D. Cultural Competency**

The DBT program adheres to HHS's Mission Statement:

With integrity and respect we provide effective, efficient, collaborative services that strengthen, empower and protect individuals, families and communities, thereby enhancing their quality of life.

The BHD has specific funds budgeted for cultural competence activities, including interpreter and translation services, disparities reduction, and outreach to target populations. Priority populations are:

- School-aged children
- Older adults
- Lesbian, Gay, Bisexual, Transgender, Questioning individuals
- TAY individuals
- Jail releases and clients on probation
- Homeless

Whenever possible, the BHD accesses bilingual services through its staff who have been certified through the County's process as bilingual in the County's threshold language (Spanish).

Throughout the year, Behavioral Health staff attend many other meetings throughout the community that provide an opportunity to raise awareness about mental health and to learn about the general and

specific needs of the community as a whole and various cultural groups. Some of these meetings include:

- Chronic Disease Coalition (individuals with co-morbid disorders)
- Community Strengthening/Ready by 5 (young children)
- Continuum of Care (individuals who are homeless)
- Drug Free Divide (rural, isolated community)
- El Dorado County Commission on Aging (older adults)
- El Dorado County Veteran Commission (Veterans)
- Community Mental and Behavioral Health Cooperative (mental health services in a unique region of the County)

For the DBT program, the importance of maintaining close working relationships with school staff professionals, natural support systems, and close family members who are respected and trusted by the underserved or unserved populations cannot be stressed enough. It is frequently through those relationships that individuals in need of services will receive the needed assistance, whether it be mental health services, physical health services, domestic violence assistance, or other services available in the community. One of the greatest challenges in the County has been engaging the community in discussions about Mental Health and improving penetration rates into the unserved and underserved communities and populations. Additional challenges exist in engaging individuals who may have a mental illness (such as those individuals experiencing a first episode of psychosis), but are unwilling to seek services due to anosognosia, which is a lack of awareness or insight that one has a mental illness.

In El Dorado County, the BHD has designated the MHSA Team to serve as the Cultural Competence/Ethnic Services (CC/ES) team. The CC/ES team works in collaboration with the QI Manager and Utilization Review Coordinator regarding issues of access, timeliness and services in regard to the diverse needs of the county’s racial, ethnic, cultural, and linguistic populations, and to provide access to cultural competence trainings.

## E. Target Population

The target population for this program will be 14-19 year old high school students who are presenting with symptoms consistent with diagnoses of BiPolar Disorder, Major Depression/Anxiety or Schizophrenia, TAY with serious emotional disturbance (SED) and/or serious mental illness (SMI), and/or engaging in high risk behaviors (suicide ideation/attempt, selfharm, substance abuse), many of whom will be dually diagnosed individuals. These youth may or may not be eligible for MediCal and/or may be uninsured.

## F. Staffing

Title of Position	Annual Salary	Grant FTE	Grant Salary
MH Program Manager- SLT	\$111,905	0.050	\$5,595 +ben
MH Clinician - SLT	\$65,048	0.750	\$48,786 + ben
Medical Director/Psychiatrist	\$192,300	0.010	\$1,923 + ben
Contracted MH Clinician – WS	\$100,000	0.750	\$75,000
Contracted MH Aide – WS	\$60,000	0.200	\$12,000

## **G. Designated Peer Review Representative**

The HHS Behavioral Health Division's Manager of Mental Health Programs is available to participate as a member of the State Department of Health Care Services (DHCS) Review Team in a neighboring county.

## **H. Implementation Plan**

At all sites, a reoccurring 12-14-week five (5) module DBT group will be offered using Alec Miller's Model designed for an Outpatient Adolescent population. These groups are held on campus or at other identified locations in the community. Additionally a six-week Parent/Family DBT Skills Group will be offered to parents/families who want to participate (this will be strongly encouraged). Parent/Family DBT Skills Group will be facilitated by the Mental Health Clinician and TAY DBT participants, giving the TAY participants an opportunity (with support) to educate their caregivers on the skills they are learning/using and encouraging parent/family support (and own use) with the new skill set. During summer and winter school breaks "social" DBT groups will offered which will provide an opportunity for TAY to continue to have support as well as provide opportunities to practice their DBT skills in a more relaxed recreational environment. All students participating in DBT groups are eligible for supplemental individual and family counseling

Following successful completion of all the DBT modules, TAY who demonstrate effective use of the skills in their own life, and who express a willingness to participate, can assist in facilitating as Peer "Skills Coach" under the guidance of the Mental Health Clinician and while participating in a mandatory DBT Consultation Group. These "peer skills coaches" are joined and mentored by previous recruitments of "healthy" TAY students (TAY students not presently at risk for mental health issues), who have participated as Peer "Skills Coaches." Peer "Skills Coaches" facilitate the DBT groups with the Mental Health Clinician and are available to their peers when requesting assistance outside of group times for skills coaching or DBT homework tutoring. This level of involvement can reinforce their own use of the learned skills.

The inclusion of "healthy" TAY is intended to diminish future problems for a general population who are not presently at risk or seeking behavioral health services and also to reduce the stigma associated with mental health treatment. DBT skills can be applied broadly to Middle School, High School and early College Age Youth who exhibit moodiness and occasional relational difficulties, and who experiment with risky behaviors. Many TAY exhibit some degree of emotional dysregulation and training in DBT skills, by itself, may benefit them.

For those TAY with more pervasive problems, skill development as well as early and helpful engagement with local Behavioral Health providers will help to protect against the development of behavioral health disorders, especially for atrisk individuals characterized by early indicators of mental health needs (e.g., school difficulties, attention problems, sad or anxious mood and/or family conflict).

## **I. Program Evaluation Plan**

Each program will be monitored on a quarterly basis by a Review Team consisting of the Manager of Mental Health Programs and other designated staff. This team will visit the program sites and review program objectives with program staff and with clients when possible. The BHD also meets with the

schools to problem solve any issues that arise related to this program. Expenditures will be compared to the budget. A Plan of Correction will be developed for any identified problem(s) or barrier(s), and this Plan of Correction will be discussed at the next Quarterly Review.

## **J. Olmstead Mandate and the MHBG**

El Dorado County has placed a significant amount of focus on, and continues to focus on, the ADA community integration mandate required by the Olmstead decision of 1999 as evidenced by the following activities. It is important to note that these activities are introduced to clients at the appropriate point in their treatment. For example, Behavioral Health staff would first work with clients to address their immediate mental health needs prior to encouraging a client to seek employment if seeking employment would be detrimental to a client's wellness and recovery.

- **Housing Services:** The Behavioral Health programs within El Dorado County maintain several options for assisting individuals with housing:
  - El Dorado County maintains a Resource Specialist, who works directly with clients to identify housing options within the community for those individuals seeking independent living. The Resource Specialist assists clients in completing applications and clients may also be eligible for financial assistance for housing application fees.
  - The Resource Specialist also identifies housing options for the Behavioral Health Division's Transitions Treatment Program (TTP), where the County enters into master leases with local landlords to lease a house in which individuals in the TTP may reside as part of their individualized treatment program with the goal of obtaining independence within the community. Individuals must meet specific criteria to be eligible for the TTP. TTP participants work towards obtaining their Treatment Plan goals, with support from the TTP team, including identification of appropriate housing upon graduation from the TTP program. There are currently 21 beds available for TTP participants.
  - El Dorado County has 11 permanent supportive housing apartment units that were funded through the Mental Health Services Act (MHSA) (five units in Shingle Springs on the WS and six units in SLT). These units are made available to individuals who meet the criteria for Specialty Mental Health Services and were either homeless or soon-to-be homeless at the time of applying for the apartments. The rent for the apartments is subsidized by MHSA, leaving the rent payments for tenants to be at "affordable" levels (as defined by State and federal regulations). There is generally a waiting list for these apartments.
  - Individuals who qualify for our highest level of services, called "Full Service Partnerships" (FSPs), may also qualify for housing assistance funds, which may be utilized for costs such as rental assistance, security deposits, utility deposits, other move-in costs, and/or moving costs.
  - Behavioral Health maintains a close working relationship with the CalWORKs program, including referring potentially eligible clients to the CalWORKs Housing Support Program. This program provides housing assistance to families who are homeless or facing an eviction and who meet other eligibility requirements.
- **Home and Community-Based Services and Peer Support Services:**
  - In the past several years, the Behavioral Health Division has dedicated a significant amount of resources to an Intensive Case Management (ICM) team that focuses on providing services in client homes and in the community. Clients working with the ICM team receive

FSP level services. The FSP program utilizes a “whatever it takes” approach to provision of services. The ICM teams may utilize non-traditional interventions, treatments and supportive services tailored to each client’s specific needs and strengths to aid in their recovery. Services address the specific needs of each client, and when appropriate the client's family, in order to advance the client's goals and achieve outcomes that support the client's recovery, wellness and resiliency. Key to this success is developing a support system for the client within their home and their community to alleviate reliance upon the Behavioral Health Division through building a comfort level in accessing services in the community, accessing natural supports and developing each client’s activities of daily living to focus on wellness, recovery and resiliency.

- The Behavioral Health Division has also developed a Peer Leadership Academy. Individuals who participate in this group have identified an interest in being part of the peer support network. Peers provide leadership within the Wellness Centers and may also provide community outreach regarding mental health awareness and outreach. The Peer Leadership Academy is generally comprised of individuals who have been successful in their recovery so that they can help encourage others who may be beginning services or who need peer support to help reach their goals.
- The Behavioral Health Division continues to work on a new area of focus to develop a curriculum for Peers to lead Peers into the workforce, volunteer opportunities in the community, or back into education to further their careers. With Behavioral Health staff oversight, Peers will work with each other and collaborate with other El Dorado County resources (e.g., Workforce Innovation and Opportunity Act (WIOA), Job Connections, and California Department of Rehabilitation) to improve community integration.

- **Employment Services:** The Behavioral Health Division encourages clients to seek employment and/or volunteer opportunities to the extent it is appropriate for the client. Behavioral Health staff support clients seeking employment in a variety of ways:
  - Behavioral Health staff is available to transport clients to the Job Connections office to link them with job opportunities and trainings to help increase employability. Clients are also encouraged to go to the Job Connections office on their own as they progress through their treatment.
  - Behavioral Health staff is available in the Wellness Center to assist clients with searching for job and/or volunteer opportunities online using the computers in the Wellness Center. A volunteer position may be the best option for a client who is returning to the workforce after an extended absence, or who is seeking their first work experience to help them gain the necessary skills to reach their employment goals.
  - A key part of employment services is also helping clients achieve required education levels. Behavioral Health staff work with representatives from our local Workforce Innovation and Opportunity Act (WIOA) office to provide linkage for clients who may need additional training. Staff also assist clients in pursuing educational goals, such as obtaining the GED or attending college.
- **Transition from Hospital to Community Settings:** The Behavioral Health Division has focused on bringing clients from Institutes of Mental Disease (IMDs) and long-term psychiatric hospitals back into the County into a community setting. For individuals experiencing a first episode of psychosis, this transition from the hospital to the community is especially important.

- **Psychiatric Health Facility (PHF) Discharges:** El Dorado County currently has no locked residential facilities for mental health, except for its in-county PHF for acute psychiatric hospitalizations. A key focus for individuals transitioning from the PHF to a community setting is linkage with outpatient behavioral health services. The PHF is a short-term acute psychiatric facility, where the majority of the patients stay for two days to two weeks for psychiatric evaluation and stabilization purposes. While at the PHF, individuals who are not currently receiving outpatient behavioral health services may be assessed for program eligibility or an appointment will be set for them to connect with the Behavioral Health Division upon discharge. High priority is given to youth experiencing a first episode of psychosis so that the linkage can be made prior to discharge from the PHF. Individuals discharged from the PHF are connected with either the County Behavioral Health Division or their Primary Care Physician, as clinically appropriate, to address their needs. Individuals connected with the County Behavioral Health Division are assessed to determine their needs, and provided they meet criteria for Specialty Mental Health Services, an individualized Treatment Plan is developed and services begin. Key to the success of services is identifying natural supports within our community to help clients be successful.
- **Other Hospital Discharges:** Individuals who are hospitalized out of the county are connected by the hospital to the County Behavioral Health Division when a patient is to be discharged. In some instances, this discharge planning phone call may be the first time the Behavioral Health Division is notified about the hospitalization. For individuals that are not yet established with the Behavioral Health Division, a telephone assessment will be conducted with the individual as soon as possible to determine if the individual meets medical necessity. When individuals are already established with the Behavioral Health Division, an appointment with a Medication Support Team member is set for the client and their Clinician is notified of the hospitalization. Services continue as identified above under “Psychiatric Health Facility (PHF) Discharges.”
- **IMD Discharges:** Over the past several years, the Behavioral Health Division has been working diligently to bring individuals who are in IMDs back to the local community, if appropriate for the treatment needs of the client. Client progress towards goals and appropriateness for return to the community are assessed regularly. Slot availability for the Adult Residential Facility (ARF) or the TTP is also assessed, and the appropriate match is made between the client returning from an IMD and the level of service need for the community setting.
- **ARF:** In December 2014, the Behavioral Health Division opened a six-bed ARF, which is utilized as the first step back into the local community for individuals age 18 and over returning from a long-term psychiatric hospitalization or an IMD placement. Clients at the ARF receive assistance in developing their independent living skills, re-acquaintance with the community, linkage to natural and community supports and medication management. Specialty Mental Health Services are provided to residents of the ARF by the Behavioral Health Division.



**2019-2020  
MHBG PROGRAM DATA SHEET**

Complete one sheet for each MHBG funded program that supports transformation activities (as budgeted).

COUNTY: El Dorado County

PROGRAM TITLE: Transitional Age Youth (TAY) School/Community-Based Dialectical Behavior Therapy (DBT)

PROGRAM CONTACT/TITLE: Sabrina Owen

Phone #: (530) 573-7956 FAX: (530) 543-6873 E-Mail: sabrina.owen@edcgov.us

MHBG FUNDING LEVEL: (Grant Detailed Program Budget, DHCS 1779, Line 38, Net Cost) \$229,442

TARGET POPULATION(S): (ESTIMATED **NUMBER** OF CONSUMERS TO BE SERVED IN THE YEAR WITH MHBG FUNDS)

SMI ADULT (18-59) 50-65 SMI OLDER ADULT (60+) 0 SED CHILD (0-17) 30-45

**TYPES OF TRANSFORMATIONAL SERVICE(S) PROVIDED**

- Check all categories that are applicable
- Please elaborate in the narrative portion of the application

Transformational Categories	Is MHBG funding used to support this goal? If yes, Please check (√)
Americans Understand that Mental Health is Essential to Overall Health	√
Mental Health Care is Consumer and Family Driven	√
Disparities in Mental Health Services are Eliminated	√
Early Mental Health Screening, Assessment, and Referral to Services are Common Practice	√
Excellent Mental Health Care is Delivered and Research is Accelerated	√
Technology is Used to Access Mental Health Care and Information	√

ADDITIONAL COMMENTS:

**MENTAL HEALTH BLOCK GRANT (MHBG)  
FY 2019/20  
Transitional Age Youth (TAY)  
First Episode Psychosis (FEP) - NAVIGATE Model  
Program Narrative**

**A. Statement of Purpose**

El Dorado County Health and Human Services Agency's (HHS), Behavioral Health Division (BHD) provides a continuum of care that guides and tracks clients over time through a comprehensive array of services spanning all levels of intensity. It is the goal of the Behavioral Health Division to inspire hope in the recovery process, while utilizing a service philosophy that values the uniqueness and strengths of each individual client.

**HHS's Mission, Vision and Values**

**Mission:** With integrity and respect we provide effective, efficient, collaborative services that strengthen, empower and protect individuals, families and communities, thereby enhancing their quality of life.

**Vision:** Transforming lives and improving futures.

**Values:**

- **Fiscal Responsibility:** We apply conservative principles in a responsible manner and adhere to all government guidelines when working with our stakeholders.
- **Adaptability:** We embrace and implement best practices based on an every changing environment.
- **Excellence:** We provide the best possible services to achieve optimal results.
- **Integrity:** Our communication is honest, open, transparent, inclusive and consistent with our action.

The leadership of the Behavioral Health Division believes that a positive therapeutic environment is created when there are opportunities for gratifying experiences for staff, the individuals and the families who are receiving services. Enhancing quality of life is core to the NAVIGATE Model, and this is accomplished through the process of increasing clients' willingness to stay engaged in treatment, learning skills to manage their symptoms, and developing plans to achieve the clients' own goals with the assistance of a coordinated, interdisciplinary treatment team.

## **B. Measurable Outcome Objectives**

### 1. Engagement:

- Participants will continue to engage with their case manager in an effort to achieve their treatment goals.
  - For those attending school, participants will stay enrolled in and consistently attending and engaging in school (e.g., excused absences only, completion of homework).
  - For those working, participants will remain employed to the extent that continued employment is within the participant control (e.g., quitting job vs. company layoffs).
  - For those seeking employment, participants will utilize the services at the Connections & Employment Resource Center at least two times per week.
  - For those volunteering, participant will continue to volunteer to the extent that such activity does not interfere with their treatment.
2. Participants will maintain medication compliance and attend all medication support appointments.
  3. Reduction in the number of days hospitalized and/or incarcerated (working towards goal of none).
  4. Graduation from FEP services into a lower level of services while achieving the above-identified outcome objectives.
  5. Use of Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA), as age appropriate, every three months.

## **C. Program Description**

El Dorado County is topographically divided into two zones. The northeast corner of the County is in the Lake Tahoe basin, while the remainder of the County is in the "West Slope," the area west of Echo Summit. The Behavioral Health Division operates two clinics: one in Diamond Springs serving the West Slope of the County (WS) and one in South Lake Tahoe, which serves the Tahoe Basin (SLT). Approximately 20% of the Behavioral Health Division's clients are served by SLT and approximately 80% of the Behavioral Health Division's clients are served by the WS.

### **School/Community-Based NAVIGATE Model**

MHBG FEP funds have been utilized to enhance training and services in the NAVIGATE Model to provide appropriate services and supports to the TAY population.

Early intervention and engagement with the TAY population is important to fundamentally change the trajectory and prognosis of severe mental health conditions, through coordinated and aggressive treatment in the earliest stages of illness. NAVIGATE has been successfully used to treat individuals experiencing a first episode psychosis in both rural and semi-rural environments.

At both Behavioral Health Division clinics, a NAVIGATE Team has been established. The NAVIGATE Team consists of the client; family and friends the client wishes to include; a Clinician/Case Manager performing individual and family therapy; Mental Health Workers and Aides who assist the client with activities of living; a Psychiatrist; Nurse/Psychiatric Technician; a Resource Specialist who assists with supportive education and employment; and if needed, a Substance Use Disorder Specialist. Additional support may be provided for the NAVIGATE Model by Managers and/or Mental Health Program Coordinators.

Statistics show that schizophrenia affects 1% of the population. Based on El Dorado County population statistics for 2016, there are nearly 15,000 individuals between the ages of 14-24, the prime ages for FEP. This equates to about 150 TAY per year in El Dorado County who may experience a FEP. Through effective interventions of coordinated, interdisciplinary approaches to treatment within two and one half years of a first episode of psychosis, we have been able to ameliorate the occurrence of further episodes and/or improve the trajectory of the condition, thus allowing the individual and his/her family to maintain stability within the community.

In FY 2019-20, El Dorado County will strengthen its capacity for focused FEP intervention through enhancement of training of and services from the NAVIGATE Team at each clinic. The NAVIGATE Teams have been responsible for all service delivery activities related to the NAVIGATE Model, including but not limited to outreach, screening, engagement, case management, symptom management, medication support services, and identifying appropriate linkages to services. Additionally, the NAVIGATE Teams have facilitated learning opportunities for community members to assist in the recognizing of mental health symptoms, including first episodes of psychosis.

In addition to the services provided through the NAVIGATE Model, eligible individuals have resources available to them through the County's Full Service Partnership (FSP) level of services. FSP services include both mental health and non-mental health services that help clients achieve their identified treatment goals using a "whatever it takes" approach. Additionally, NAVIGATE clients participate in the Behavioral Health Division's Consumer Leadership Academy (CLA) to the extent appropriate. The CLA provides educational opportunities to inform and empower consumers to become involved in meaningful participation in the broader community. The CLA includes Peer Training, Peer Supportive Skills Training, Job Skill Training, and training related to consumer leadership in the community.

Services to individuals in the TAY NAVIGATE program has been primarily provided by two Mental Health Clinicians (0.50 FTE in the WS and 0.25 FTE in SLT) with support from the other members of the NAVIGATE Team.

The program has been monitored on a quarterly basis by a Review Team consisting of the Managers of Mental Health Programs and/or Mental Health Program Coordinators and other designated staff. This team has reviewed program objectives with program staff and, when possible, with clients. Expenditures have been compared to the budget. A Plan of Correction will be developed for any identified problem(s) or barrier(s), and this Plan of Correction will be reviewed at the next Quarterly Review.

### **TAY FEP Budget**

Funding allocated to the TAY FEP program is \$197,675.

**0.05 Manager of Mental Health Programs - SLT**

**0.02 Mental Health Program Coordinator - SLT**

These positions provide supervision and clinical consultation to the NAVIGATE Team. Additionally, in an effort to reach TAY who might otherwise not be identified, community education is provided through speaking engagements and community forums to identify signs of potential mental health symptoms, and the benefits and importance of early intervention. This education has been encouraging community members to help others who may be at risk to link to the appropriate community resources. Total salaries are \$7,500 plus benefits.

**0.25 Mental Health Clinician - SLT**

**0.75 Contracted Mental Health Clinician - WS**

These positions provide Specialty Mental Health Services to NAVIGATE clients and support efforts to educate community members in recognizing mental health symptoms. Total salaries are \$91,262 plus benefits.

**0.05 Mental Health Worker/Aide – SLT**

This position assists clients with activities of living, identifying appropriate linkage to other services as needed, designing pamphlets and other material which describes the program, and providing educational opportunities to inform and empower consumers to become involved in meaningful participation in the broader community. Total salary is \$1,615 plus benefits.

**0.025 Psychiatric Tech - SLT and WS**

These positions provide medication support services in the WS and SLT clinics. Total salaries are \$1,500 plus benefits.

**0.06 Medical Director/Psychiatrist - SLT and WS**

These positions provide medication support services in the WS and SLT clinics. Total salaries are \$17,225 plus benefits.

**Residential Treatment (\$19,000)**

Clients referred to the FEP Program frequently have co-occurring substance use disorders that can prevent mental health treatment from being effective. Having funds available to provide clients residential substance use treatment for non-Medi-Cal FSP clients would increase the efficacy of treatment for FEP Clients.

**Staff Training (\$10,000)**

This cost includes training and consultation. Selected members of the NAVIGATE Team will be sent to conferences and trainings specific to FEP, best practices with Psychosis, Schizophrenia, Dual Diagnosis and working with TAY. Team members will share information from trainings with the other members of the NAVIGATE Team. NAVIGATE team consultations will meet weekly, consistent with the NAVIGATE model.

**Materials (\$2,000)**

NAVIGATE literature, educational materials, pamphlets and other outreach materials are to be purchased with these dollars. This category also includes incentives for participants and group supplies.

**Medication (\$1,000)**

Grant funds may be utilized to pay for psychiatric medications for uninsured youth (e.g., undocumented youth who are not eligible for Medi-Cal or other health insurance).

**Travel/Lodging (\$2,000)**

The travel expenses allocated to the NAGIVATE Model for FY 2019-20 include travel-related costs such as airfare, parking, lodging, rental car, food, and mileage.

**Outreach/Engagement Activities (\$4,500)**

The program provides food at family meetings or other groups where clients, parents, caregivers, and friends that the client wishes to include will be invited to participate and learn about how to be a support to the client. In those meetings, refreshments and snacks are available to assist with the learning process, by building rapport, and creating a nurturing environment conducive to learning therapeutic coping skills and strategies. This category also includes transportation costs to ensure that participants are able to access services. Transportation costs may include, but are not limited to, bus passes and gas cards.

**Socialization Activities (\$2,000)**

In an effort to assist TAY to practice skills in a community setting, the NAVIGATE Team offers therapeutic social and recreational activities, including healthy eating, meal preparation, and encouraging family participation and cohesion.

**Other Overhead (\$7,724)**

The costs allocated to the FEP program for FY 2019-20 include the following expenses: overhead consisting of rent, gas/electricity/utilities, telephone, and insurance. These costs are first captured in specific cost centers for the Behavioral Health Division and later distributed to all programs based on each program's percentage of salaries. No administrative costs are captured in the Other Overhead cost allocation.

**Administrative Cost (\$19,767)**

The administrative costs allocated to the FEP program for FY 2019-20 were derived using methodologies consistent with Title 2, Code of Federal Regulations (CFR), Subtitle A, Chapter 11, Part 225. The FEP program administrative budget is limited to the 10% maximum administrative reimbursement allowed under the Mental Health Block Grant.

**D. Cultural Competency**

The FEP program adheres to HHS's Mission Statement:

With integrity and respect we provide effective, efficient, collaborative services that strengthen, empower and protect individuals, families and communities, thereby enhancing their quality of life.

The BHD has specific funds budgeted for cultural competence activities, including interpreter and translation services, disparities reduction, and outreach to target populations. Priority populations are:

- School-aged children
- Older adults
- Lesbian, Gay, Bisexual, Transgender, Questioning individuals

- TAY individuals
- Jail releases and clients on probation
- Homeless

Whenever possible, the BHD accesses bilingual services through its staff who have been certified through the County's process as bilingual in the County's threshold language (Spanish).

Throughout the year, Behavioral Health staff attend many other meetings throughout the community that provide an opportunity to raise awareness about mental health and to learn about the general and specific needs of the community as a whole and various cultural groups. Some of these meetings include:

- Chronic Disease Coalition (individuals with co-morbid disorders)
- Community Strengthening/Ready by 5 (young children)
- Continuum of Care (individuals who are homeless)
- Drug Free Divide (rural, isolated community)
- El Dorado County Commission on Aging (older adults)
- El Dorado County Veteran Commission (Veterans)
- Community Mental and Behavioral Health Cooperative (mental health services in a unique region of the County)

For the FEP program, the importance of maintaining close working relationships with school staff professionals, natural support systems, and close family members who are respected and trusted by the underserved or unserved populations cannot be stressed enough. It is frequently through those relationships that individuals in need of services will receive the needed assistance, whether it be mental health services, physical health services, domestic violence assistance, or other services available in the community. One of the greatest challenges in the County has been engaging the community in discussions about Mental Health and improving penetration rates into the unserved and underserved communities and populations. Additional challenges exist in engaging individuals who may have a mental illness (such as those individuals experiencing a first episode of psychosis), but are unwilling to seek services due to anosognosia, which is a lack of awareness or insight that one has a mental illness.

In El Dorado County, the BHD has designated the MHSA Team to serve as the Cultural Competence/Ethnic Services (CC/ES) team. The CC/ES team works in collaboration with the QI Manager and Utilization Review Coordinator regarding issues of access, timeliness and services in regard to the diverse needs of the county's racial, ethnic, cultural, and linguistic populations, and to provide access to cultural competence trainings.

## **E. Target Population**

The FEP program serves individuals age 14 through 24 who have experienced or are experiencing the symptoms of early psychosis, including but not limited to:

- Onset of psychotic symptoms in the past 24 months;
- Subthreshold symptoms of psychosis;
- Recent deterioration in youth with a parent/sibling with a psychotic disorder.

These individuals may also have a concurrent substance use disorder, and served regardless of insurance status (e.g., private insurance, Medi-Cal, Medicare, uninsured).

## **F. Staffing**

<b>Title of Position</b>	<b>Annual Salary</b>	<b>Grant FTE</b>	<b>Grant Salary (excludes benefits)</b>
MH Worker/Aide	\$32,300	0.050	\$1,615
Contracted MH Clinician - WS	\$100,000	0.750	\$75,000*
MH Clinician - SLT	\$65,048	0.250	\$16,262
MH Program Coordinator - SLT	\$95,250	0.020	\$1,905
MH Program Manager - SLT	\$111,900	0.050	\$5,595
Psychiatric Technician - WS and SLT	\$60,000	0.025	\$1,500
Medical Director/Psychiatrist	\$192,300	0.060	\$11,538

\*Contracted position includes benefits

## **G. Designated Peer Review Representative**

The HHS Behavioral Health Division's Manager of Mental Health Programs is available to participate as a member of the State Department of Health Care Services (DHCS) Review Team in a neighboring county.

## **H. Implementation Plan**

This fiscal year will continue to focus on enhancement of the training for staff and enhancement of services for TAY, including emphasizing family involvement, as appropriate.

## **I. Program Evaluation Plan**

The program monitored on a quarterly basis by a Review Team consisting of the Manager of Mental Health Programs and/or Mental Health Program Coordinator and other designated staff. The BHD also meets with the schools to problem solve any issues that arise related to this program.

## **J. Olmstead Mandate and the MHBG**

El Dorado County has placed a significant amount of focus on, and continues to focus on, the ADA community integration mandate required by the Olmstead decision of 1999 as evidenced by the following activities. It is important to note that these activities are introduced to clients at the appropriate point in their treatment. For example, Behavioral Health staff would first work with clients to address their immediate mental health needs prior to encouraging a client to seek employment if seeking employment would be detrimental to a client's wellness and recovery.



- **Housing Services:** The Behavioral Health programs within El Dorado County maintain several options for assisting individuals with housing:
  - El Dorado County maintains a Resource Specialist, who works directly with clients to identify housing options within the community for those individuals seeking independent living. The Resource Specialist assists clients in completing applications and clients may also be eligible for financial assistance for housing application fees.
  - The Resource Specialist also identifies housing options for the Behavioral Health Division's Transitions Treatment Program (TTP), where the County enters into master leases with local landlords to lease a house in which individuals in the TTP may reside as part of their individualized treatment program with the goal of obtaining independence within the community. Individuals must meet specific criteria to be eligible for the TTP. TTP participants work towards obtaining their Treatment Plan goals, with support from the TTP team, including identification of appropriate housing upon graduation from the TTP program. There are currently 21 beds available for TTP participants.
  - The South Lake Tahoe Region was awarded a Mentally Ill Offender Crime Reduction (MIOCR) grant to help support a six-bed house. Individuals eligible for this program must meet the requirements for TTP and have a history of criminal offending.
  - El Dorado County has 11 permanent supportive housing apartment units that were funded through the Mental Health Services Act (MHSA) (five units in Shingle Springs on the WS and six units in SLT). These units are made available to individuals who meet the criteria for Specialty Mental Health Services and were either homeless or soon-to-be homeless at the time of applying for the apartments. The rent for the apartments is subsidized by MHSA, leaving the rent payments for tenants to be at "affordable" levels (as defined by State and federal regulations). There is generally a waiting list for these apartments.
  - Individuals who qualify for our highest level of services, called "Full Service Partnerships" (FSPs), may also qualify for housing assistance funds, which may be utilized for costs such as rental assistance, security deposits, utility deposits, other move-in costs, and/or moving costs.
  - Behavioral Health maintains a close working relationship with the CalWORKs program, including referring potentially eligible clients to the CalWORKs Housing Support Program. This program provides housing assistance to families who are homeless or facing an eviction and who meet other eligibility requirements.
  
- **Home and Community-Based Services and Peer Support Services:**
  - In the past several years, the Behavioral Health Division has dedicated a significant amount of resources to an Intensive Case Management (ICM) team that focuses on providing services in client homes and in the community. Clients working with the ICM team receive FSP level services. The FSP program utilizes a "whatever it takes" approach to provision of services. The ICM teams may utilize non-traditional interventions, treatments and supportive services tailored to each client's specific needs and strengths to aid in their recovery. Services address the specific needs of each client, and when appropriate the client's family, in order to advance the client's goals and achieve outcomes that support the client's recovery, wellness and resiliency. Key to this success is developing a support system for the client within their home and their community to alleviate reliance upon the Behavioral Health Division through building a comfort level in accessing services in the

community, accessing natural supports and developing each client's activities of daily living to focus on wellness, recovery and resiliency.

- The Behavioral Health Division has also developed a Peer Leadership Academy. Individuals who participate in this group have identified an interest in being part of the peer support network. Peers provide leadership within the Wellness Centers and may also provide community outreach regarding mental health awareness and outreach. The Peer Leadership Academy is generally comprised of individuals who have been successful in their recovery so that they can help encourage others who may be beginning services or who need peer support to help reach their goals.
- The Behavioral Health Division continues to work on a new area of focus to develop a curriculum for Peers to lead Peers into the workforce, volunteer opportunities in the community, or back into education to further their careers. With Behavioral Health staff oversight, Peers will work with each other and collaborate with other El Dorado County resources (e.g., Workforce Innovation and Opportunity Act (WIOA), Job Connections, and California Department of Rehabilitation) to improve community integration.
- **Employment Services:** The Behavioral Health Division encourages clients to seek employment and/or volunteer opportunities to the extent it is appropriate for the client. Behavioral Health staff support clients seeking employment in a variety of ways:
  - Behavioral Health staff is available to transport clients to the Job Connections office to link them with job opportunities and trainings to help increase employability. Clients are also encouraged to go to the Job Connections office on their own as they progress through their treatment.
  - Behavioral Health staff is available in the Wellness Center to assist clients with searching for job and/or volunteer opportunities online using the computers in the Wellness Center. A volunteer position may be the best option for a client who is returning to the workforce after an extended absence, or who is seeking their first work experience to help them gain the necessary skills to reach their employment goals.
  - A key part of employment services is also helping clients achieve required education levels. Behavioral Health staff work with representatives from our local Workforce Innovation and Opportunity Act (WIOA) office to provide linkage for clients who may need additional training. Staff also assist clients in pursuing educational goals, such as obtaining the GED or attending college.
- **Transition from Hospital to Community Settings:** The Behavioral Health Division has focused on bringing clients from Institutes of Mental Disease (IMDs) and long-term psychiatric hospitals back into the County into a community setting. For individuals experiencing a first episode of psychosis, this transition from the hospital to the community is especially important.
  - **Psychiatric Health Facility (PHF) Discharges:** El Dorado County currently has no locked residential facilities for mental health, except for its in-county PHF for acute psychiatric hospitalizations. A key focus for individuals transitioning from the PHF to a community setting is linkage with outpatient behavioral health services. The PHF is a short-term acute psychiatric facility, where the majority of the patients stay for two days to two weeks for psychiatric evaluation and stabilization purposes. While at the PHF, individuals who are not currently receiving outpatient behavioral health services may be

assessed for program eligibility or an appointment will be set for them to connect with the Behavioral Health Division upon discharge. High priority is given to youth experiencing a first episode of psychosis so that the linkage can be made prior to discharge from the PHF. Individuals discharged from the PHF are connected with either the County Behavioral Health Division or their Primary Care Physician, as clinically appropriate, to address their needs. Individuals connected with the County Behavioral Health Division are assessed to determine their needs, and provided they meet criteria for Specialty Mental Health Services, an individualized Treatment Plan is developed and services begin. Key to the success of services is identifying natural supports within our community to help clients be successful.

- **Other Hospital Discharges:** Individuals who are hospitalized out of the county are connected by the hospital to the County Behavioral Health Division when a patient is to be discharged. In some instances, this discharge planning phone call may be the first time the Behavioral Health Division is notified about the hospitalization. For individuals that are not yet established with the Behavioral Health Division, a telephone assessment will be conducted with the individual as soon as possible to determine if the individual meets medical necessity. When individuals are already established with the Behavioral Health Division, an appointment with a Medication Support Team member is set for the client and their Clinician is notified of the hospitalization. Services continue as identified above under “Psychiatric Health Facility (PHF) Discharges.”
- **IMD Discharges:** Over the past several years, the Behavioral Health Division has been working diligently to bring individuals who are in IMDs back to the local community, if appropriate for the treatment needs of the client. Client progress towards goals and appropriateness for return to the community are assessed regularly. Slot availability for the Adult Residential Facility (ARF) or the TTP is also assessed, and the appropriate match is made between the client returning from an IMD and the level of service need for the community setting.
- **ARF:** In December 2014, the Behavioral Health Division opened a six-bed ARF, which is utilized as the first step back into the local community for individuals age 18 and over returning from a long-term psychiatric hospitalization or an IMD placement. Clients at the ARF receive assistance in developing their independent living skills, re-acquaintance with the community, linkage to natural and community supports, and medication management. Specialty Mental Health Services are provided to residents of the ARF by the Behavioral Health Division.

**2019-2020  
MHBG PROGRAM DATA SHEET**

Complete one sheet for each MHBG funded program that supports transformation activities (as budgeted).

COUNTY: El Dorado County

PROGRAM TITLE: Transitional Age Youth (TAY) First Episode Psychosis (FEP) - NAVIGATE Model

PROGRAM CONTACT/TITLE: Nicole Cable

Phone #: (530) 621-6322 FAX: 530-295-2532 E-Mail: nicole.cable@edcgov.us

MHBG FUNDING LEVEL: (Grant Detailed Program Budget, DHCS 1779, Line 38, Net Cost) \$197,675

TARGET POPULATION(S): (ESTIMATED **NUMBER** OF CONSUMERS TO BE SERVED IN THE YEAR WITH MHBG FUNDS)

SMI ADULT (18-59) 10-15 SMI OLDER ADULT (60+) 0 SED CHILD (0-17) 2-4

**TYPES OF TRANSFORMATIONAL SERVICE(S) PROVIDED**

- Check all categories that are applicable
- Please elaborate in the narrative portion of the application

Transformational Categories	Is MHBG funding used to support this goal? If yes, Please check (√)
Americans Understand that Mental Health is Essential to Overall Health	√
Mental Health Care is Consumer and Family Driven	√
Disparities in Mental Health Services are Eliminated	√
Early Mental Health Screening, Assessment, and Referral to Services are Common Practice	√
Excellent Mental Health Care is Delivered and Research is Accelerated	√
Technology is Used to Access Mental Health Care and Information	√

ADDITIONAL COMMENTS:

FEDERAL GRANT DETAILED PROGRAM BUDGET

STATE FISCAL YEAR: 2019 - 2020

TYPE OF GRANT: **MHBG**

COUNTY: **EL DORADO**

SUBMISSION DATE: 8/5/2019

FISCAL CONTACT: **Matthew LePore**

PROGRAM CONTACT: **Nicole Cable**

TELEPHONE NUMBER: **(530) 295-6909**

TELEPHONE NUMBER: **(530) 295-2532**

EMAIL ADDRESS: **matthew.lepore@edcgov.us**

E-MAIL ADDRESS: **nicole.cable@edcgov.us**

PROGRAM NAME: **Transitional Age Youth (TAY) First Episode Psychosis**

STAFFING			1	2	3
TITLE OF POSITION	ANNUAL SALARY	GRANT FTE	LAST APPROVED BUDGET	REQUEST OR CHANGE	TOTAL
1 MH Worker/Aide	\$ 32,300	0.050	\$ 1,615		\$ 1,615
2 MH Clinician - SLT	\$ 65,048	0.250	\$ 16,262		\$ 16,262
3 MH Program Coordinator - SLT	\$ 95,250	0.020	\$ 1,905		\$ 1,905
4 MH Program Manager - SLT	\$ 111,900	0.050	\$ 5,595		\$ 5,595
5 Psychiatric Technician - WS and SLT	\$ 60,000	0.025	\$ 1,500		\$ 1,500
6 Medical Director/Psychiatrist	\$ 192,300	0.060	\$ 17,225		\$ 17,225
7 Contracted MH Clinician - WS	\$ 100,000	0.750	\$ 75,000		\$ 75,000
8 Benefits			\$ 16,269		\$ 16,269
9					\$ -
10					\$ -
11					\$ -
12 <b>TOTAL STAFF EXPENSES (sum lines 1 thru 11)</b>	<b>\$ 656,798</b>	<b>1.21</b>	<b>\$ 135,371</b>	<b>\$ -</b>	<b>\$ 129,684</b>
13 Consultant / Contract Costs (Itemize):					
14 Residential Treatment			\$ 19,000		\$ 19,000
15					\$ -
16					\$ -
17 Equipment (Where feasible lease or rent) (Itemize):					
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22 Supplies (Itemize):					
23 Staff Training			\$ 10,000		\$ 10,000
24 Materials (books, DVDs, pamphlets, flyers, training, etc.)			\$ 2,000		\$ 2,000
25 Medication			\$ 1,000		\$ 1,000
26					\$ -
27					\$ -
28 Travel -Per diem, Mileage, & Vehicle Rental/Lease					
29			\$ 2,000		\$ 2,000
30 Other Expenses (Itemize):					
31 Outreach/Engagement Activities (includes food)			\$ 4,500		\$ 4,500
32 Socialization Activities (includes food)			\$ 2,000		\$ 2,000
33 Other Overhead (Rent, Utilities, Telephone, Insurance, etc.)			\$ 7,724		\$ 7,724
34					\$ -
35					\$ -
36					\$ -
37 COUNTY ADMINISTRATIVE COSTS (10% MHBG)					
			\$ 19,767		\$ 19,767
<b>NET PROGRAM EXPENSES (sum lines 12 thru 37)</b>			<b>\$ 203,362</b>	<b>\$ -</b>	<b>\$ 197,675</b>
39 OTHER FUNDING SOURCES: Federal Funds					
40 Non-Federal Funds					
41 TOTAL OTHER FUNDING SOURCES (sum lines 39 & 40)					
			\$ -	\$ -	\$ -
<b>GROSS COST OF PROGRAM (sum lines 38 and 41)</b>			<b>\$ 203,362</b>	<b>\$ -</b>	<b>\$ 197,675</b>

FEDERAL GRANT DETAILED PROGRAM BUDGET

STATE FISCAL YEAR: 2019 - 2020

TYPE OF GRANT: MHBG

COUNTY: EL DORADO

SUBMISSION DATE: 8/5/2019

FISCAL CONTACT: Matthew LePore

PROGRAM CONTACT: Sabrina Owen

TELEPHONE NUMBER: (530) 295-6909

TELEPHONE NUMBER: (530) 573-7956

EMAIL ADDRESS: matthew.lepore@edcgov.us

E-MAIL ADDRESS: sabrina.owen@edcgov.us

PROGRAM NAME: MHBG School/Community Based Dialectical E

STAFFING			1	2	3
TITLE OF POSITION	ANNUAL SALARY	GRANT FTE	LAST APPROVED BUDGET	REQUEST OR CHANGE	TOTAL
1 MH Program Manager- SLT	\$ 111,905	0.050	\$ 5,595		\$ 5,595
2 MH Clinician - SLT	\$ 65,048	0.750	\$ 48,786		\$ 48,786
3 Medical Director/Psychiatrist	\$ 192,300	0.010	\$ 1,923		\$ 1,923
4 Contracted MH Clinician - WS	\$ 100,000	0.750	\$ 75,000		\$ 75,000
5 Contracted MH Aide - WS	\$ 60,000	0.200	\$ 12,000		\$ 12,000
6 Benefits			\$ 19,160		\$ 19,160
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
<b>12 TOTAL STAFF EXPENSES (sum lines 1 thru 11)</b>	<b>\$ 529,253</b>	<b>1.76</b>	<b>\$ 162,464</b>	<b>\$ -</b>	<b>\$ 162,464</b>
13 Consultant / Contract Costs (Itemize):					\$ -
14					\$ -
15					\$ -
16					\$ -
17 Equipment (Where feasible lease or rent) (Itemize):					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22 Supplies (Itemize):					\$ -
23 Materials (books, DVDs, pamphlets, flyers, etc., includes printing costs)			\$ 2,000		\$ 2,000
24 Medication			\$ 2,500		\$ 2,500
25					\$ -
26					\$ -
27					\$ -
28 Travel -Per diem, Mileage, & Vehicle Rental/Lease			\$ 200		\$ 200
29					\$ -
30 Other Expenses (Itemize):					\$ -
31 Outreach/Engagement Activities (Includes food)			\$ 17,000		\$ 17,000
32 Socialization Activities			\$ 5,000		\$ 5,000
33 Other Overhead (Rent, Utilities, Telephone, Insurance, etc.)			\$ 7,334		\$ 7,334
34 DBT Training (onsite, online and or book-based training)			\$ 10,000		\$ 10,000
35					\$ -
36					\$ -
37 COUNTY ADMINISTRATIVE COSTS (10% MHBG)			\$ 22,944		\$ 22,944
<b>38 NET PROGRAM EXPENSES (sum lines 12 thru 37)</b>			<b>\$ 229,442</b>	<b>\$ -</b>	<b>\$ 229,442</b>
39 OTHER FUNDING SOURCES: Federal Funds					
40 Non-Federal Funds					
41 TOTAL OTHER FUNDING SOURCES (sum lines 39 & 40)			\$ -	\$ -	\$ -
42 GROSS COST OF PROGRAM (sum lines 38 and 41)			\$ 229,442	\$ -	\$ 229,442

**INSTRUCTIONS FOR FEDERAL GRANT DETAILED PROGRAM BUDGET - DHCS 1779**

**HEADING:** Enter Submission Date, Fiscal Year, County, Name, Telephone Number and E-Mail Address of both the County Fiscal and Program Contacts and Program Name.

**LINE ITEM INSTRUCTIONS:**

**REPORT ONLY COSTS THAT ARE CHARGED TO THE GRANT**

**STAFF:** Enter position title, annual salary, full time equivalent (FTE) percentage charged to the grant, and the salaries applicable to the identified FTE. Research and Evaluation staff are to be listed in this category. The FTE percentage needs to be identified for purposes of controlling the \$192,300 salary cap. The \$192,300 salary cap does not include benefits, for this reason list benefits as one item for all staff.

**CONSULTANT / CONTRACT COSTS:** Enter consultant title, direct service contracts, contract administration costs and other applicable contract costs.

**EQUIPMENT:** List equipment to be rented, leased or purchased.

**Definition:** Equipment shall mean moveable personal property of a relatively permanent nature and of significant value, such as furniture, machines and tools.

- a. "Relatively permanent" is defined as a useful life of one year or longer.
- b. "Significant value" is defined as a minimum value of \$100 to \$1,000 as established by the County Auditor.

Authority cited: Section 5750, Welfare and Institutions Code. Reference: Section 5715, Welfare and Institutions Code.

**SUPPLIES:** Identify office, printing, housekeeping, medical, etc.

**TRAVEL:** Per diem, mileage reimbursements and vehicle rental/lease.

**OTHER:** List maintenance, rent, utilities, research and evaluation costs other than staff, and any other expenses that are extraordinary and not in any other category.

**COUNTY ADMINISTRATIVE COST:** This amount includes county overhead, and/or the distribution of administrative support and research and evaluation costs. (Limited to 10% for MHBG.)

**NET PROGRAM EXPENSES:** Enter the sum of lines 12 through 37. This is the total amount charged to the grant.

**OTHER FUNDING SOURCES:** Federal - includes other federal grants (not the MHBG or PATH Grant), Medicare/Medicaid, etc. Non-Federal - State and County General Funds, Patient Fees, Third-Party Insurance, Private Grant, etc.

**TOTAL OF OTHER FUNDING SOURCES:** Enter the sum of lines 39 through 40.

**GROSS COST OF PROGRAM:** Enter the sum of lines 38 and 41.

Upon receipt of the budget for each program the Department of Health Care Services will review, approve, and return to the county a copy of the approved MHBG budget.

**2019-2020**  
**MHBG FIRST EPISODE PSYCHOSIS (FEP) PROGRAM DATA SHEET**

Complete the FEP Program Data Sheet with the information requested below.

COUNTY: El Dorado County

FEP PROGRAM TITLE: Transitional Age Youth (TAY) First Episode Psychosis (FEP) NAVIGATE Model

PROGRAM CONTACT/TITLE: Nicole Cable, Manager of Mental Health Programs

Phone #: 530-621-6322

E-Mail: [\\_nicole.cable@edcgov.us](mailto:_nicole.cable@edcgov.us)

MHBG FEP SET-ASIDE AMOUNT: \$197,675

Report the actual number of adults with serious mental illness and children with serious emotional disturbances that were admitted into and received Coordinated Specialty Care (CSC) evidence-based First Episode Psychosis (FEP) services. Double click the table below to edit.

From 7/1/2017 TO 6/30/2018								
Number of Adult Admissions into CSC Services During FY	Current Number of Adults with FEP Receiving CSC FEP Services	Number of Child/Adolescent Admissions into CSC Services During FY	Current Number of Children/Adolescents with FEP Receiving CSC FEP Services	Do you monitor fidelity for this service? (Yes or No)	What fidelity measure do you use?	Who measures fidelity?	How often is fidelity measure?	Has staff been specifically trained to implement the CSC EBP? (Yes or No)
7	7	0	0	Yes	Meetings	Program Coordinator, Manager of Mental Health Programs	Weekly, Monthly, & Quarterly	Yes



## **EXHIBIT C**

### **HIPAA Business Associate Agreement**

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

#### **RECITALS**

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

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

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

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

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

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

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

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

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

2. Scope of Use and Disclosure by BA of County Disclosed PHI
- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
  - (3) disclose PHI as necessary for BA's operations only if:
    - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
      - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
  - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
  - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
    - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

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

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